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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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May 16, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division For Behavioral Health, to enter into agreements with the vendors listed below, in an amount not to exceed \$496,096, to provide Recovery Housing services and supports to individuals with Opioid Use Disorder (OUD) effective upon Governor and Council approval, through September 29, 2020. 100% Federal Funds.

| Vendor Name | Vendor Number | Location | Contract Amount |
|------------------------------|---------------|---|------------------|
| Dismas Home of New Hampshire | #290061-B001 | 102 Fourth Street Manchester, NH 03102 | \$100,001 |
| Families In Transition | #157730-B001 | 122 Market Street Manchester, NH 03101 | \$195,795 |
| Hope on Haven Hill | #275119-B001 | 326 Rochester Hill Road Rochester, NH 03867 | \$200,300 |
| | | Total: | \$496,096 |

Funds are available in the following account for State Fiscal Year 2019, and are anticipated to be available in State Fiscal Year 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT.

| State Fiscal Year | Class/Account | Class Title | Job Number | Total Amount |
|-------------------|---------------|------------------------|---------------|------------------|
| 2019 | 102-500731 | Contracts for Prog Svc | 92057040 | \$144,529 |
| 2020 | 102-500731 | Contracts for Prog Svc | 92057040 | \$279,678 |
| 2021 | 102-500731 | Contracts for Prog Svc | 92057040 | \$71,889 |
| | | | Total: | \$496,096 |

EXPLANATION

The purpose of this request is to provide Recovery Housing services and supports to individuals with Opioid Use Disorder who need housing in a supported and safe recovery housing environment. New Hampshire has minimal capacity to serve individuals in need of recovery housing. There are few options for specialty populations who have complex needs and/or gender-specific housing. This request will fund recovery housing statewide to service specific populations with Opioid Use Disorder that includes

- A Recovery Residence for females only;
- A Recovery Residence for individuals who have complex criminal backgrounds that limit access to other publicly funded housing options; and
- Recovery Residences to serve the general population who are in need of housing in a supported, safe, recovery environment.

The State of New Hampshire received funding through the Substance Abuse and Mental Health Services Administration State Opioid Response grant opportunity. This grant is being used to make critical investments in the Substance Use Disorder system in order to reduce unmet treatment needs, reduce opioid overdose fatalities and increase access to Medication Assisted Treatment over the next two (2) years. The State is implementing evidence-based methods to expand treatment, recovery and prevention services to individuals with Opioid Use Disorder. These funds will strengthen established programs that have had a positive impact on the opioid crisis as well as expand the capacity for programs to assist individuals struggling with an Opioid Use Disorder.

The Department is contracting for these services for the first time. The Contractors are expected to serve a maximum of eighty-four (84) individuals on any given day. The Department will be closely monitoring the numbers actually served as well as the lengths of stay and the coordination of care for other health and social services.

The Doorways are responsible for providing comprehensive assessments at several time intervals, specifically at intake, three (3) months, six (6) months, and upon discharge; specifically data on client-related outcomes including, but not limited to recovery status, criminal justice involvement, employment, and housing needs at the time intervals listed above. This data will enable the Department to measure short and long-term outcomes associated with State Opioid Response-funded initiatives and to determine which programs are generating the best results for the clients served.

The three (3) vendors included in this requested action were selected for this project through a competitive bid process. This request represents three (3) of the selected four (4) vendors. The Department anticipates awarding one (1) additional contract that will be submitted to Governor and Executive Council for approval for the next scheduled meeting. A Request for Applications was posted on the Department of Health and Human Services' website from October 22, 2018 through November 13, 2018. In addition, on October 23, 2018 an email of notification of the RFA was distributed to stakeholders throughout the State. The Department received six (6) applications. The applications were reviewed and scored by a team of individuals with program-specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the applications. The Score Summary is attached.

As referenced in the Request for Applications and in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should the Governor and Executive Council not authorize this request, Recovery Housing services and supports to individuals with Opioid Use Disorder who need housing in a supported, safe recovery housing environment may not be available, which could result in individuals backsliding during their road to recovery, which would intensify the Opioid Crisis and lead to an increase in overdose deaths in NH.

Area served: Statewide

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, State Opioid Response Grant, (CFDA #93.788, FAIN TI081685)

In the event that the Federal (or Other) Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

**Recovery Housing Services and Supports
For Individuals with Opioid Use Disorder**

RFA-2019-BDAS-02-RECOV

RFA Name

RFA Number

Reviewer Names

Bidder Name

1. Dismas Home of NH
2. FIT/NHNN, Inc.
3. Harbor Homes, Inc.
4. Hope on Haven Hill
5. Kristine Paquette, RN/Homestead Inn
6. Oxford House, Inc.

| Pass/Fail | Maximum Points | Actual Points |
|-----------|----------------|---------------|
| | 250 | 239 |
| | 250 | 217 |
| | 250 | 131 |
| | 250 | 216 |
| | 250 | 197 |
| | 250 | 177 |

1. Helen Hanks, Commissioner Dept of Corrections
2. Lindy Keller, Resources & Development Admin, BDAS
3. Melissa Girard, Div Behavioral Hlth Business Administrator III
4. Ciara Sablock, Intern, Bureau of Drug & Alcohol Servs
5. Barry Sandberg, Program Specialist IV, Div Behavioral Hlth

Fiscal Details

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVS DEPT OF, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SCS, STATE OPIOID RESPONSE GRANT

DISMAS HOME of NH, 290061-B001

| State Fiscal Year | Class/Object | Class Title | Activity Number | Budget |
|-------------------|--------------|------------------------|-----------------|--------------------|
| 2019 | 102-500731 | Contracts for Prog Svc | 92057040 | \$38,566.67 |
| 2020 | 102-500731 | Contracts for Prog Svc | 92057040 | \$49,146.47 |
| 2021 | 102-500731 | Contracts for Prog Svc | 92057040 | \$12,286.67 |
| | | | Total: | \$99,999.81 |

HOPE ON HAVEN HILL, 275119-B001

| State Fiscal Year | Class/Object | Class Title | Activity Number | Budget |
|-------------------|--------------|------------------------|-----------------|------------------|
| 2019 | 102-500731 | Contracts for Prog Svc | 92057040 | \$73,330 |
| 2020 | 102-500731 | Contracts for Prog Svc | 92057040 | \$100,000 |
| 2021 | 102-500731 | Contracts for Prog Svc | 92057040 | \$26,970 |
| | | | Total: | \$200,300 |

FAMILIES IN TRANSITION – NEW HORIZONS, 157730-B001

| State Fiscal Year | Class/Object | Class Title | Activity Number | Budget |
|-------------------|--------------|------------------------|---------------------|---------------------|
| 2019 | 102-500731 | Contracts for Prog Svc | 92057040 | \$32,632.50 |
| 2020 | 102-500731 | Contracts for Prog Svc | 92057040 | \$130,530 |
| 2021 | 102-500731 | Contracts for Prog Svc | 92057040 | \$32,632.50 |
| | | | Total: | \$195,795 |
| | | | Grand Total: | \$496,094.81 |

Subject: RFA-2019-BDAS-02-RECOV-01/Recovery Housing for Individuals with OUD

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|--|--|-----------------------------------|
| 1.1 State Agency Name NH Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name Dismas Home of New Hampshire | | 1.4 Contractor Address 102 Fourth Street Manchester, NH 03102 | |
| 1.5 Contractor Phone Number 603-782-3004 | 1.6 Account Number 05-095-092-920510-7040-0000-102-500731 | 1.7 Completion Date September 29, 2020 | 1.8 Price Limitation \$100,001 |
| 1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement | | 1.10 State Agency Telephone Number 603-271-9631 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Paul Young President of the Board of Dismas Home of NH | |
| 1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On <u>April 11, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  <u>Donna L. St. Cyr</u> </div> <div style="text-align: right;"> DONNA L. ST. CYR, Notary Public State of New Hampshire My Commission Expires April 20, 2021 </div> </div> | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <u>Donna L. St. Cyr Notary Public</u> | | | |
| 1.14 State Agency Signature  Date: <u>5/20/19</u> | | 1.15 Name and Title of State Agency Signatory <u>Kertja S. Fox, Director</u> | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/24/2019</u> | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____ | | | |

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.
- 1.4. The Contractor shall provide one (1) Recovery Residence for individuals with OUD, tailored for those who have complex criminal backgrounds, including those that limit their access to other publicly funded housing options, with all the support of a Recovery Residence in compliance with the appropriate National Alliance for Recovery Residences (NARR) standard.

2. Scope of Services

- 2.1. The Contractor shall provide a physical recovery housing facility to include, but is not limited to:
 - 2.1.1. Assistance to individuals to transition to independent living.
 - 2.1.2. Safe, stable and sober environment.
 - 2.1.3. Meeting state and/or local occupancy requirements.
- 2.2. The Contractor shall meet the needs of applicants/residents requiring Americans with Disabilities Act (ADA) accommodations. Additionally, the Contractor shall:
 - 2.2.1. Provide documentation and maintain the property is in compliance with local health and safety codes.
 - 2.2.2. Ensure the residence meets all Life and Safety codes, as required.



New Hampshire Department of Health and Human Services
Recovery Housing for Individuals with Opioid Use Disorder

Exhibit A

- 2.2.3. Ensure that all house managers and/or staff are trained to deliver Naloxone in the case of an overdose.
- 2.2.4. Meet all information security and privacy requirements as set by the Department.
- 2.3. The Contractor shall ensure Naloxone is available and accessible in the residence.

2.4. Organizational/Administrative Standards

- 2.4.1. The Contractor shall be a legal business entity.
- 2.4.2. The Contractor shall have a written mission and vision statement.
- 2.4.3. The Contractor shall have a written code of ethics for the Recovery Residence.
- 2.4.4. The Contractor shall carry general liability insurance.
- 2.4.5. The Contractor shall comply with state and federal requirements. If required, documents such as licenses and certificates of occupancy must be visible for public view.
- 2.4.6. The Contractor shall clearly identify the responsible person(s) responsible for the Recovery Residence to all residents.
- 2.4.7. The Contractor shall provide a minimum qualifications, duties and responsibilities for the responsible person(s) of the residence. This information must be present in a job description and/or contract.
- 2.4.8. The Contractor shall ensure the living environment is free from drugs and alcohol, in accordance with written policies and procedures.
- 2.4.9. The Contractor shall establish procedures for continuous quality improvement to include, but is not limited to:
 - 2.4.9.1. Collect, evaluate and report accurate process.
 - 2.4.9.2. Collect, evaluate and report outcomes data.
- 2.4.10. The Contractor shall provide proof of written permission to operate a Recovery Residence on the property from the land owner/landlord, if applicable.

2.5. Fiscal Management Standards

- 2.5.1. The Contractor shall keep accurate records and must have the ability to provide residents with statements upon request. The records and/or statements shall include, but are not limited to:



New Hampshire Department of Health and Human Services
Recovery Housing for Individuals with Opioid Use Disorder

Exhibit A

2.5.1.1. Complete records of charges.

2.5.1.2. Payments.

2.5.1.3. Deposits.

2.6. Operation Standards

2.6.1. The Contractor shall ensure emergency procedures along with staff numbers are posted in a conspicuous location.

2.7. Recovery Support Standards

2.7.1. The Contractor shall maintain a staffing plan, in accordance with NARR Standards.

2.7.2. The Contractor shall implement an applicant screening process that will maintain a safe and supportive environment for all individuals in recovery.

2.7.3. The Contractor shall ensure confidentiality laws are adhered to.

2.7.4. The Contractor shall keep resident's records secure from unauthorized access.

2.7.5. The Contractor shall establish and administer a grievance policy and procedure, as provided to each resident prior to enrollment.

2.7.6. The Contractor shall provide a safe, structured and recovery supportive environment through established and written residents' rights and requirements.

2.7.7. The Contractor shall establish an intake/assessment protocol for accepting new clients.

2.7.8. The Contractor shall establish an orientation process that will ensure all fees and charges residents incur are presented to applicants prior to residency. Contractor shall ensure policies are presented to potential applicants in writing and are verbally explained in a simple and easy manner conducive to the individual's understanding.

2.7.9. The Contractor shall provide a mutually supportive and recovery-oriented relationships between residents and/or staff through:

2.7.9.1. Peer-based interactions;

2.7.9.2. House meetings;

2.7.9.3. Community gatherings;

2.7.9.4. Recreational events; and/or



New Hampshire Department of Health and Human Services
Recovery Housing for Individuals with Opioid Use Disorder

Exhibit A

- 2.7.9.5. Other social activities.
- 2.7.10. The Contractor shall adopt recovery-supportive, alcohol and drug-free environments through written and enforced policies and procedures that address the following:
- 2.7.10.1. Residents that return to alcohol and/or drug use;
 - 2.7.10.2. Hazardous item searches;
 - 2.7.10.3. Drug-screening and or toxicology protocols; and
 - 2.7.10.4. Prescription and non-prescription medication usage; and
 - 2.7.10.5. Prescription and non-prescription storage.
- 2.7.11. The Contractor shall work with residents to develop and participate in an individualized recovery plan.
- 2.7.12. The Contractor shall inform residents on the wide range of local treatment and recovery support services available to them.
- 2.7.13. The Contractor shall provide nonclinical, recovery support and related services.
- 2.7.14. The Contractor shall encourage residents to attend supportive, self-help groups and/or outside professional services.
- 2.7.15. The Contractor shall provide access to scheduled and structured peer-based services such as didactic presentations.
- 2.7.16. The Contractor shall provide third party clinical services.
- 2.7.17. The Contractor shall provide life skills development services.
- 2.7.18. The Contractor shall provide access to clinical services.
- 2.8. Property Standards**
- 2.8.1. The Contractor shall ensure the residence meets all life, safety, health and building codes.
 - 2.8.2. The Contractor shall provide residents with storage for food and personal items.
 - 2.8.3. The Contractor shall provide fully-functioning fire extinguishers in plain sight and/or clearly marked locations.
 - 2.8.4. The Contractor shall install operational smoke detectors.
 - 2.8.5. The Contractor shall install operational carbon monoxide detectors if gas appliances are present.



New Hampshire Department of Health and Human Services
Recovery Housing for Individuals with Opioid Use Disorder

Exhibit A

- 2.8.6. The Contractor shall ensure a smoke/tobacco-free internal living environment.
- 2.8.7. The Contractor shall provide a large community room that will accommodate house meetings.
- 2.8.8. The Contractor shall provide sleeping quarters that adhere to local and state square footage requirements.
- 2.8.9. The Contractor shall provide lavatory facilities that adhere to local and state requirements if applicable. If there are no requirements, Contractor shall provide one (1) sink, one (1) toilet and one (1) shower per six (6) residents.
- 2.8.10. The Contractor shall provide on-site laundry services.
- 2.8.11. The Contractor shall maintain the interior and exterior of the residence in a functional, safe, and clean manner.
- 2.8.12. The Contractor shall provide spaces to hold individual meetings accessible to each resident, as scheduled by the Contractor.
- 2.8.13. The Contractor shall provide appliances in a good and working condition.
- 2.8.14. The Contractor shall provide furniture in good condition.
- 2.8.15. The Contractor shall provide routine and emergency repairs to all aspects of the residence.

2.9. Good Neighbor Standards

- 2.9.1. The Contractor shall provide the residence's responsible parties' information to neighbors upon request. The Contractor shall ensure the responsible party responds to neighbor's complaints.
- 2.9.2. The Contractor shall establish and enforce rules regarding the following:
 - 2.9.2.1. Noise;
 - 2.9.2.2. Smoking;
 - 2.9.2.3. Loitering; and
 - 2.9.2.4. Parking.
- 2.9.3. The Contractor shall establish and enforce parking rules when warranted.



Exhibit A

3. Complete Criminal Background Check

- 3.1. The Contractor shall provide to the Department documentation that ensures each Contractor employee, who may have direct contact with clients under this agreement, has undergone a Criminal Background Check which demonstrates no convictions for the following crimes:
- 3.1.1. A felony of any individual or neglect, spousal abuse, any crime against children, child pornography, rape, sexual assault, or homicide, but not including other physical assault or battery;
 - 3.1.2. A violent or sexually-related crime against a child or an adult which shows that the person might be reasonably expected to pose a threat to any individual;
 - 3.1.3. A felony for physical assault, battery, or a drug-related offense, and that felony conviction was committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
- 3.2. The Contractor shall provide the required documentation to the Department prior to any such Contractor employee commencing work, subject to Department approval.

4. State Opioid Response (SOR) Grant Standards

- 4.1. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.
- 4.1.1. If the Contractor is unable to offer services within the required timeframe, the Contractor shall submit an updated implementation plan to the Department for approval to outline anticipated service start dates.
 - 4.1.2. The Department reserves the right to terminate the contract and liquidate unspent funds if services are not in place within ninety (90) days of the contract effective date.
- 4.2. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 4.3. The Contractor shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.



New Hampshire Department of Health and Human Services
Recovery Housing for Individuals with Opioid Use Disorder

Exhibit A

- 4.4. The Contractor shall accept clients for MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 4.5. The Contractor shall coordinate with the NH Ryan White HIV/AIDS program for clients identified as at risk of or with HIV/AIDS.
- 4.6. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.



National Association of Recovery Residences

Standard for Recovery Residences

Version 1.0
September 2011



Exhibit A-1

|  | | RECOVERY RESIDENCE LEVELS OF SUPPORT | | | |
|---|----------------|---|--|---|---|
| | | LEVEL I Peer-Run | LEVEL II Monitored | LEVEL III Supervised | LEVEL IV Service Provider |
| STANDARDS CRITERIA | ADMINISTRATION | Democratically run Manual or P&P | <ul style="list-style-type: none"> House manager or senior resident Policy and Procedures | <ul style="list-style-type: none"> Organizational hierarchy Administrative oversight for service providers Policy and Procedures Licensing varies from state to state | Overseen organizational hierarchy Clinical and administrative supervision Policy and Procedures Licensing varies from state to state |
| | SERVICES | Drug Screening House meetings Self help meetings encouraged | <ul style="list-style-type: none"> House rules provide structure Peer run groups Drug Screening House meetings Involvement in self help and/or treatment services | <ul style="list-style-type: none"> Life skill development emphasis Clinical services utilized in outside community Service hours provided in house | Clinical services and programming are provided in house Life skill development |
| | RESIDENCE | Generally single family residences | <ul style="list-style-type: none"> Primarily single family residences Possibly apartments or other dwelling types | <ul style="list-style-type: none"> Varies – all types of residential settings | All types – often a step down phase within care continuum of a treatment center May be a more institutional in environment |
| | STAFF | No paid positions within the residence Perhaps an overseeing officer | <ul style="list-style-type: none"> At least 1 compensated position | <ul style="list-style-type: none"> Facility manager Certified staff or case managers | Credentialed staff |

JB
 4/11/19

National Association of Recovery Residences Member Standards

| 1. Organizational/Administrative Standards | Level I | Level II | Level III | Level IV |
|--|--------------------|--------------------|-----------|----------|
| 1.1. Recovery Residences are legal business entities as evidenced by business licenses or incorporation documents; | Strongly Recommend | Strongly Recommend | X | X |
| 1.2. Recovery Residences have a written mission and vision statement; | X | X | X | X |
| 1.3. Recovery Residences have a written code of ethics; | X | X | X | X |
| 1.4. Recovery Residences property owners/operators carry general liability insurance; | Strongly Recommend | Strongly Recommend | X | X |
| 1.5. Recovery Residences comply with state and federal requirements. If required , documents such as licenses and certificates of occupancy are visible for public view; | X | X | X | X |
| 1.6. Recovery Residences clearly identify the responsible person(s) in charge of the Recovery Residence to all residents; | X | X | X | X |
| 1.7. Recovery Residences clearly state the minimum qualifications, duties, and responsibilities of the responsible person(s) in a written job description and/or contract; | n/a | n/a | X | X |
| 1.8. Recovery Residences provide drug and alcohol free environments; | X | X | X | X |
| 1.9. Recovery Residences collect and report accurate process and outcome data for continuous quality improvement; | Strongly Recommend | Strongly Recommend | X | X |
| 1.10. Recovery Residences have written permission from the owner of record to operate a Recovery Residence on their property; | X | X | X | x |
| 2. Fiscal Management Standards | Level I | Level II | Level III | Level IV |
| 2.1. Recovery Residences maintain an accounting system that fully documents all resident financial transactions such as fees, payments and deposits; | X | X | X | X |
| 3. Operation Standards | Level I | Level II | Level III | Level IV |
| 3.1. Recovery Residences post emergency procedures and staff phone number in conspicuous locations; | n/a | n/a | X | X |
| 3.2. Recovery Residences post emergency numbers, protocols and evacuation maps; | X | X | n/a | n/a |

National Association of Recovery Residences Member Standards

| 4. Recovery Support Standards | Level I | Level II | Level III | Level IV |
|---|---------------|---------------|-----------|----------|
| 4.1. Recovery Residences maintain a staffing plan; | If Applicable | If Applicable | X | X |
| 4.2. Recovery Residences use an applicant screening process that helps maintain a safe and supportive environment for a specific group of persons in recovery; | X | X | X | X |
| 4.3. Recovery Residences adhere to applicable confidentiality laws; | X | X | X | X |
| 4.4. Recovery Residences keep resident records secure with access limited to authorized staff only; | X | X | X | X |
| 4.5. Recovery Residences have a grievance policy and procedure for residents; | X | X | X | X |
| 4.6. Recovery Residences create a safe, structured, and recovery supportive environment through written and enforced residents' rights and requirements; | X | X | X | X |
| 4.7. Recovery Residences have an orientation process that clearly communicates residents' rights and requirements prior to them signing any agreements; collects demographic and emergency contact information and provides new residents with written instructions on emergency procedures and staff contact information; | X | X | X | X |
| 4.8. Recovery Residences foster mutually supportive and recovery-oriented relationships between residents and/or staff through peer-based interactions, house meetings, community gatherings, recreational events, and/or other social activities; | X | X | X | X |
| 4.9. Recovery Residences foster recovery-supportive, alcohol and drug-free environments through written and enforced policies and procedures that address: residents who return to alcohol and/or drug use; hazardous item searches; drug-screening and or toxicology protocols; and prescription and non-prescription medications usage and storage; | X | X | X | X |
| 4.10. Recovery Residences encourage each resident to develop and participate in their own personalized recovery plan; | X | X | X | X |
| 4.11. Recovery Residences inform residents on the wide range of local treatment and recovery support services available to them including: 12 step or other mutual support groups, recover community centers, recovery ministries, recovery-focused leisure activities and recovery advocacy opportunities; | X | X | X | X |

National Association of Recovery Residences Member Standards

| 4. Recovery Support Standards (Cont.) | Level I | Level II | Level III | Level IV |
|--|---------|----------|-----------|----------|
| 4.12. Recovery Residences provide nonclinical, recovery support and related services; | X | X | X | X |
| 4.13. Recovery Residences encourage residents to attend mutually supportive, self help groups and/or outside professional services; | X | X | X | X |
| 4.14. Recovery Residences provide access to scheduled and structured peer-based services such as didactic presentations; | n/a | n/a | X | X |
| 4.15. Recovery Residences provide access to 3rd party clinical services in accordance to State laws; | n/a | n/a | X | X |
| 4.16. Recovery Residences offer life skills development services; | n/a | n/a | X | X |
| 4.17. Recovery Residences offer clinical services in accordance to State laws; | n/a | n/a | n/a | X |
| 5. Property Standards | Level I | Level II | Level III | Level IV |
| 5.1. Recovery Residences abide by all local building and fire safety codes; | X | X | X | X |
| 5.2. Recovery Residences provide each residents with food and personal item storage; | X | X | X | X |
| 5.3. Recovery Residences place functioning fire extinguishers in plain sight and/or in clearly marked locations ; | X | X | X | X |
| 5.4. Recovery Residences have functioning smoke detectors installed. If the residence has gas appliances, functioning carbon monoxide detectors are installed; | X | X | X | X |
| 5.5. Recovery Residences provide a non smoking internal living environment; | X | X | X | X |
| 5.6. Recovery Residences have a community room large enough to accommodate house meetings and sleeping rooms that adhere to local and state square footage requirements; | X | X | X | X |
| 5.7. Recovery Residences have one sink, toilet and shower per six residents or adhere to local and state requirements; | X | X | X | X |
| 5.8. Recovery Residences have laundry services that are accessible to all residents; | X | X | X | X |

National Association of Recovery Residences Member Standards

| 5. Property Standards (Cont.) | Level I | Level II | Level III | Level IV |
|---|--------------------|--------------------|-----------|----------|
| 5.9. Recovery Residences maintain the interior and exterior of the property in a functional, safe and clean manor that is compatible with the neighborhood; | X | X | X | X |
| 5.10. Recovery Residences have meeting spaces that accommodate all residents; | X | X | X | X |
| 5.11. Recovery Residences have appliances that are in working order and furniture that is in good condition; | X | X | X | X |
| 5.12. Recovery Residences address routine and emergency repairs in a timely fashion; | X | X | X | X |
| 6. Good Neighbor Standards | Level I | Level II | Level III | Level IV |
| 6.1. Recovery Residences provide neighbors with the responsible person(s) contact information upon request. The responsible person(s) responds to neighbor's complaints, even if it is not possible to resolve the issue; | X | X | X | X |
| 6.2. Recovery Residences have rules regarding noise, smoking, loitering and parking that are responsive to neighbor's reasonable complaints; | Strongly Recommend | Strongly Recommend | X | X |
| 6.3. Recovery Residences have and enforce parking courtesy rules where street parking is scarce; | X | X | X | X |



Exhibit B

Method and Conditions Precedent to Payment

- 1) The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This Agreement is funded with funds from the Substance Abuse and Mental Health Services Administration, State Opioid Response Grant, CFDA #93.788, FAIN TI081685.
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
- 2) Payment for said services shall be made monthly as follows:
 - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item.
 - 2.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. The Contractor will keep detailed records of their activities related to DHHS-funded programs and services.
 - 2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Melissa.Girard@dhhs.nh.gov, or invoices may be mailed to:

Melissa Girard, SOR Finance Manager
Department of Health and Human Services
BDAS, State Opioid Response
129 Pleasant Street, 3rd Floor
Concord, NH 03301
 - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
- 3) Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Handwritten initials in black ink, appearing to be "MG".

Exhibit B - 1

New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

Bidder/Program Name: Dismas Home of NH

Budget Request for: RFA-2019-BDAS-02-RECOV
 (Name of RFP)

Budget Period: July 1, 2018 to June 30, 2019

| Line Item | Total Program Cost | | Contractor Share / Match | | Funded by DHHS contract share | | Total |
|--|--------------------|-----------|--------------------------|-----------|-------------------------------|----------|--------------|
| | Direct | Indirect | Direct | Indirect | Direct | Indirect | |
| 1. Total Salary/Wages | \$ 1,785.00 | \$ - | \$ 85.00 | \$ - | \$ 1,700.00 | \$ - | \$ 1,700.00 |
| 2. Employee Benefits | \$ 178.50 | \$ - | \$ 8.50 | \$ - | \$ 170.00 | \$ - | \$ 170.00 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. Travel | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 7. Occupancy | \$ 15.83 | \$ - | \$ 15.83 | \$ - | \$ - | \$ - | \$ 15.83 |
| 8. Current Expenses | \$ 81.00 | \$ - | \$ 81.00 | \$ - | \$ - | \$ - | \$ 81.00 |
| Telephone | \$ - | \$ 12.00 | \$ - | \$ 12.00 | \$ - | \$ - | \$ 12.00 |
| Postage | \$ - | \$ 52.50 | \$ - | \$ 52.50 | \$ - | \$ - | \$ 52.50 |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ 90.00 | \$ - | \$ 90.00 | \$ - | \$ - | \$ - | \$ 90.00 |
| Insurance | \$ 107.00 | \$ - | \$ 107.00 | \$ - | \$ - | \$ - | \$ 107.00 |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ 10,416.67 | \$ - | \$ - | \$ - | \$ 10,416.67 | \$ - | \$ 10,416.67 |
| 13. Other (specific details mandatory): | \$ 25,280.00 | \$ - | \$ - | \$ - | \$ 25,280.00 | \$ - | \$ 25,280.00 |
| Facility renovations (for program entrance/office) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 38,660.17 | \$ 358.33 | \$ 93.50 | \$ 358.33 | \$ 35,566.57 | \$ - | \$ 38,566.57 |
| Indirect As A Percent of Direct | | 0.9% | | | | | |

Contractor initials: *[Signature]*
 Date: 12.8.19

Exhibit B-2

New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

Bidder/Program Name: Dismas Home of NH

Budget Request for: RFA-2019-BDAS-02-RECOV
 (Name of RFP)

Budget Period: July 1, 2019 to June 30, 2020

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHHS contract share | | |
|--|--------------------|-------------|--------------|--------------------------|-------------|-------------|-------------------------------|----------|--------------|
| | Direct | Indirect | Total | Direct | Indirect | Total | Direct | Indirect | Total |
| 1. Total Salary/Wages | \$ 7,140.00 | \$ - | \$ 7,140.00 | \$ 340.00 | \$ - | \$ 340.00 | \$ 6,800.00 | \$ - | \$ 6,800.00 |
| 2. Employee Benefits | \$ 714.00 | \$ - | \$ 714.00 | \$ 34.00 | \$ - | \$ 34.00 | \$ 680.00 | \$ - | \$ 680.00 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. Travel | \$ - | \$ 83.33 | \$ 83.33 | \$ - | \$ 83.33 | \$ 83.33 | \$ - | \$ - | \$ - |
| 7. Occupancy | \$ - | \$ 324.00 | \$ 324.00 | \$ - | \$ 324.00 | \$ 324.00 | \$ - | \$ - | \$ - |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ - | \$ 48.00 | \$ 48.00 | \$ - | \$ 48.00 | \$ 48.00 | \$ - | \$ - | \$ - |
| Postage | \$ - | \$ 210.00 | \$ 210.00 | \$ - | \$ 210.00 | \$ 210.00 | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ 360.00 | \$ 360.00 | \$ - | \$ 360.00 | \$ 360.00 | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ 428.00 | \$ 428.00 | \$ - | \$ 428.00 | \$ 428.00 | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ 41,666.67 | \$ - | \$ 41,666.67 | \$ - | \$ - | \$ - | \$ 41,666.67 | \$ - | \$ 41,666.67 |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Facility renovations (for program entrance/office) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 49,520.67 | \$ 1,433.33 | \$ 50,954.00 | \$ 374.00 | \$ 1,433.33 | \$ 1,807.33 | \$ 49,146.67 | \$ - | \$ 49,146.67 |

Indirect As A Percent of Direct

2.9%

Exhibit B - 3

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

Bidder/Program Name: Dismas Home of NH

Budget Request for: RFA-2019-BDAS-02-RECOV
(Name of RFP)

Budget Period: July 1, 2020 to September 30, 2020

| Line Item | Total Program Cost | | Contractor Share / Match | | Funded by DHHS contract share | | Total |
|--|--------------------|-----------|--------------------------|-----------|-------------------------------|----------|--------------|
| | Direct | Indirect | Direct | Indirect | Direct | Indirect | |
| 1. Total Salary/Wages | \$ 1,785.00 | \$ - | \$ 85.00 | \$ - | \$ 1,700.00 | \$ - | \$ 1,785.00 |
| 2. Employee Benefits | \$ 178.50 | \$ - | \$ 8.50 | \$ - | \$ 170.00 | \$ - | \$ 178.50 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 7. Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 8. Supplies | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Office | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 14. Travel | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 15. Occupancy | \$ 15.83 | \$ - | \$ 15.83 | \$ - | \$ - | \$ - | \$ 15.83 |
| 16. Current Expenses | \$ 81.00 | \$ - | \$ 81.00 | \$ - | \$ - | \$ - | \$ 81.00 |
| 17. Telephone | \$ 12.00 | \$ - | \$ 12.00 | \$ - | \$ - | \$ - | \$ 12.00 |
| 18. Postage | \$ 52.50 | \$ - | \$ 52.50 | \$ - | \$ - | \$ - | \$ 52.50 |
| 19. Subscriptions | \$ 90.00 | \$ - | \$ 90.00 | \$ - | \$ - | \$ - | \$ 90.00 |
| 20. Audit and Legal | \$ 107.00 | \$ - | \$ 107.00 | \$ - | \$ - | \$ - | \$ 107.00 |
| 21. Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 22. Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 23. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 24. Marketing/Communications | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 25. Staff Education and Training | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 26. Subcontracts/Agreements | \$ 10,416.67 | \$ - | \$ - | \$ - | \$ 10,416.67 | \$ - | \$ 10,416.67 |
| 27. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 28. Facility renovations (for program entrance/office) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 29. Indirect Aa A Percent of Direct | \$ 12,380.17 | \$ 358.33 | \$ 93.50 | \$ 353.33 | \$ 12,286.67 | \$ - | \$ 12,286.67 |
| | | 2.9% | | | | | |

Contractor Initials LB
Date 8.8.19



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. Contract Definitions:

- 20.1. **COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. **UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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4.11.19



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Renewal:
The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

[Handwritten Signature]

4-11-19



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name: Dismas Home of NH

4/11/19
Date


Name: Paul Young
Title: President



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Dismas Home of NH (DHNH)

4/11/19
Date

[Signature]
Name: Paul Young
Title: President of the Board of DHNH



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Sismas Home of NH (DHNH)

Date 4/11/19

[Signature]
Name: Paul Young
Title: President of Board of DHNH



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Handwritten initials in black ink, appearing to be "mf".

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Dismas Home of NH (DANH)

4/11/19
Date

[Signature]
Name: Paul Young
Title: President of the Board of DANH

Exhibit G

Contractor Initials [Signature]

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Disinas Home of NH (DANH)

4/11/19
Date

[Signature]
Name: Paul Young
Title: President of the Board of DANH



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - i. For the proper management and administration of the Business Associate;
 - ii. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - iii. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

Handwritten signature of the contractor.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State

Katja S Fox
Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

5/20/19
Date

Dismas Home of NH (DHNA)
Name of the Contractor

Paul Young
Signature of Authorized Representative

Paul Young
Name of Authorized Representative

President of the Board of DHNA
Title of Authorized Representative

4/11/19
Date



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Dismas Home of NH (DHNH)

4/11/19
Date

[Signature]
Name: Paul Young
Title: President of the Board of DHNH



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 098110045
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

| | |
|----------------------------------|------------------------------|
| Name: <u>Sara Lutat, Esq Dir</u> | Amount: <u>\$70,000/year</u> |
| Name: _____ | Amount: _____ |



Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

A handwritten signature in black ink, appearing to be "JW".

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

A handwritten signature in black ink, appearing to be "J. J. J.", written over a horizontal line.

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

Handwritten initials in black ink, appearing to be "JY".



Exhibit K

DHHS Information Security Requirements

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

- B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DISMAS HOME OF NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 01, 2014. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 719017

Certificate Number: 0004432842



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of March A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Jodi K. Hoyt, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Member of Dismas Home of NH
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Members of
the Agency duly held on April 11, 2019:
(Date)

RESOLVED: That the Paul Young
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 11th day of April, 2019.
(Date Contract Signed)

4. Paul Young is the duly elected President of the Board of Dismas Home of NH
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Jodi K. Hoyt
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

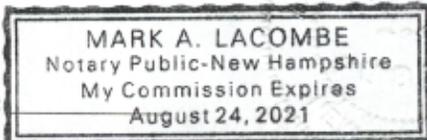
County of Hillsborough

The forgoing instrument was acknowledged before me this 11th day of April, 2019.

By Jodi K. Hoyt
(Name of Elected Officer of the Agency)

Mark A. Lacombe
(Notary Public/Justice of the Peace)

(NOTARY SEAL)



Commission Expires:



DISMHOM-01

CDELA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|---|-------------------------------|
| PRODUCER MBI Company Group LLC. 280 State Street North Haven, CT 06473 | CONTACT NAME: Carolyn Delahunt | |
| | PHONE (A/C, No, Ext): (203) 288-3401 | FAX (A/C, No): (203) 281-0414 |
| | E-MAIL ADDRESS: info@mbi-ins.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Technology Insurance Company | 42376 |
| INSURED Dismas Home of New Hampshire Inc. P.O. Box 73 North Sutton, NH 03260 | INSURER B: Benchmark Insurance Company | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | TPP130689300 | 5/11/2019 | 5/11/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | TPP130689300 | 5/11/2019 | 5/11/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | WUM1820821 | 5/11/2019 | 5/11/2020 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | BRX10209200 | 5/11/2019 | 5/11/2020 | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Department of Health and Human Services
Division of Behavioral Health
Bureau of Drug and Alcohol Services
105 Pleasant St, 3rd Floor North
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**Mission Statement
Of
Dismas Home of New Hampshire
(Revised as of February, 2019)**

Dismas Home of New Hampshire (DHNH) is a non-profit, 501 (c)(3) charitable organization providing previously incarcerated women a comprehensive program based on education, training, therapy, and recovery services. Our nurturing, family-like environment empowers healing and life transformation, allowing the women we serve to rejoin their families and live full and productive lives.



FINANCIAL STATEMENTS
OF
DISMAS HOME OF NH
OCTOBER, 2018

RFA-2019-BDAS-01-SUBST-01

Respectfully Submitted by: Sara J. Lutat, MSW/MLADC
Executive Director

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**Report on Preparation of Financial Statements
RFA-2018-BDAS-01-SUBST-01**

October 31, 2018

To: Bureau of Alcohol and Drugs Services/Department of Health and Human Services

The accompanying financial statement of Dismas Home of NH, Inc. as of and for the period ending October 31, 2018 were not subjected to an audit, review, or compilation engagement by me and, accordingly, I do not express an opinion, a conclusion, nor provide any assurance of them.

**Bernard R. Towne, CPA
Champion Accounting Solutions, PLLC**

Statement of Activity Last Month

October 2018

| | Oct 2018 | Sep 2018 (PP) | Total |
|---|------------------|---------------|------------------|
| REVENUE | | | |
| 4100 Donations | 1,677.95 | | 1,722.33 |
| 4150 Grant | 0.00 | | 10,000.00 |
| 4210 Div Income | 1.09 | | 0.97 |
| 4220 Interest Inc | 1.13 | | 1.02 |
| 4410 Resident Fees | 831.00 | | 1,012.00 |
| 4500 Government Funding | | | |
| 4520 BDAS | 6,750.00 | | 10,230.00 |
| 4530 Medicaid Reimbursements | 49,882.00 | | |
| Total 4500 Government Funding | 56,632.00 | | 10,230.00 |
| Total Revenue | 59,143.17 | | 22,966.32 |
| GROSS PROFIT | | | |
| | 59,143.17 | | 22,966.32 |
| EXPENDITURES | | | |
| 5100 Advertising | | | |
| 5110 Constant Contact | 42.75 | | 42.75 |
| Total 5100 Advertising | 42.75 | | 42.75 |
| 5200 Auto & Transport | | | |
| 5210 Auto Insurance | 315.01 | | |
| Total 5200 Auto & Transport | 315.01 | | |
| 5400 Fees & Charges | | | |
| 5420 PayPal CC Fees | 2.91 | | 13.96 |
| 5430 Bank Fees | 23.75 | | -17.26 |
| Total 5400 Fees & Charges | 26.66 | | -3.30 |
| 5600 Insurance | | | |
| 5630 Workers Comp | 591.00 | | 591.00 |
| Total 5600 Insurance | 591.00 | | 591.00 |
| 5800 Office Expenses | | | |
| 5810 Computer & Software | 123.95 | | 120.99 |
| 5820 Office Supplies | | | 400.29 |
| 5830 Postage and Delivery | 81.00 | | 41.67 |
| 5840 Printing and Reproduction | | | 149.00 |
| Total 5800 Office Expenses | 204.95 | | 711.95 |
| 5900 Payroll and other employee expenses | | | |
| 5910 Employer Taxes | 1,038.87 | | 1,039.71 |
| 5920 Salaries & Wages | 12,146.62 | | 12,098.62 |
| Total 5900 Payroll and other employee expenses | 13,185.49 | | 13,138.33 |
| 6300 Prof and Legal Fees | | | |
| 6340 Accountant | 557.50 | | 517.50 |
| Total 6300 Prof and Legal Fees | 557.50 | | 517.50 |
| 6400 Taxes & Licenses | | | |
| 6460 Not for profit State report | 7.00 | | |

| | | Total |
|--|--------------------|-------------------|
| | Oct 2018 | Sep 2018 (PP) |
| Total 6400 Taxes & Licenses | 7.00 | |
| 6600 Utilities | | |
| 6610 Electric | 909.12 | 555.91 |
| 6630 Internet TV Phone | 137.80 | 180.65 |
| 6650 Security Monitoring | 2,899.00 | |
| Total 6600 Utilities | 3,945.92 | 736.56 |
| 6700 Other Home Expenses | | |
| 6710 Maintenance | 428.18 | |
| 6720 Groceries | 55.05 | 217.35 |
| 6730 Entertainment | 107.99 | 7.99 |
| 6740 Drug Tests | | 221.38 |
| 6750 Background checks | | 25.00 |
| Total 6700 Other Home Expenses | 591.22 | 471.72 |
| Total Expenditures | 19,467.50 | 16,206.51 |
| NET OPERATING REVENUE | 39,675.67 | 6,759.81 |
| NET REVENUE | \$39,675.67 | \$6,759.81 |

Statement of Activity YTD

January - October, 2018

| | Jan - Oct, 2018 | Jan - Oct, 2017 (PY) | Total |
|--|-------------------|----------------------|-------------------|
| REVENUE | | | |
| 4100 Donations | 81,681.42 | | 45,030.70 |
| 4150 Grant | 56,309.00 | | 13,500.00 |
| 4210 Div Income | 6.97 | | 1.45 |
| 4220 Interest Inc | 12.77 | | 58.57 |
| 4310 Other Income | 1,390.00 | | |
| 4320 Gains/Losses on trading portfolio | -20.79 | | -211.04 |
| 4410 Resident Fees | 4,508.00 | | 2,113.36 |
| 4500 Government Funding | | | |
| 4510 CDFA | | | 46,088.00 |
| 4520 BDAS | 28,035.00 | | |
| 4530 Medicaid Reimbursements | 56,242.00 | | |
| Total 4500 Government Funding | 84,277.00 | | 46,088.00 |
| 4610 Room & Board (in kind) | 2,769.24 | | 923.08 |
| Total Revenue | 230,933.61 | | 107,504.12 |
| GROSS PROFIT | 230,933.61 | | 107,504.12 |
| EXPENDITURES | | | |
| 5100 Advertising | | | |
| 5110 Constant Contact | 356.25 | | 190.00 |
| 5130 Website Design | 1,000.00 | | 195.00 |
| 5150 Other Advertising | | | 64.73 |
| Total 5100 Advertising | 1,356.25 | | 449.73 |
| 5200 Auto & Transport | | | |
| 5210 Auto Insurance | 623.99 | | 4,869.00 |
| 5240 Gas & Fuel | 151.11 | | 627.71 |
| 5250 Parking | 1.00 | | 3.00 |
| 5270 Registration | 206.20 | | 296.20 |
| 5280 Service & Parts | 378.06 | | 1,150.80 |
| 5290 Tolls | | | 26.00 |
| Total 5200 Auto & Transport | 1,360.36 | | 6,972.71 |
| 5300 Dues & Subscriptions | 430.95 | | 734.66 |
| 5400 Fees & Charges | | | |
| 5410 Epay | | | 107.86 |
| 5420 PayPal CC Fees | 48.75 | | 49.70 |
| 5430 Bank Fees | 244.07 | | 117.08 |
| 5440 Fire Alarm Fee | 30.00 | | 540.00 |
| Total 5400 Fees & Charges | 322.82 | | 814.64 |
| 5600 Insurance | | | |
| 5620 Home | 3,480.83 | | 2,393.70 |
| 5630 Workers Comp | 8,401.00 | | 3,619.00 |
| Total 5600 Insurance | 11,881.83 | | 6,012.70 |

| | Jan - Oct, 2018 | Jan - Oct, 2017 (PY) | Total |
|---|-------------------|----------------------|-------------------|
| | | | 31.00 |
| 5700 Meals & Entertainment | | | |
| 5800 Office Expenses | | | 1,094.00 |
| 5810 Computer & Software | 1,007.66 | | |
| 5820 Office Supplies | 2,846.89 | | 3,116.28 |
| 5830 Postage and Delivery | 410.92 | | |
| 5840 Printing and Reproduction | 149.00 | | |
| Total 5800 Office Expenses | 4,414.47 | | 4,210.28 |
| 5900 Payroll and other employee expenses | | | 9,065.37 |
| 5910 Employer Taxes | 12,228.99 | | |
| 5920 Salaries & Wages | 139,752.30 | | 106,886.39 |
| 5940 Training | 575.00 | | 1,200.00 |
| Total 5900 Payroll and other employee expenses | 152,556.29 | | 117,151.76 |
| 6300 Prof and Legal Fees | | | 4,472.49 |
| 6340 Accountant | 7,086.27 | | |
| Total 6300 Prof and Legal Fees | 7,086.27 | | 4,472.49 |
| 6321 Fund Raising Events | 1,234.00 | | |
| 6400 Taxes & Licenses | | | 250.00 |
| 6410 Annual Report Certificate | 225.00 | | |
| 6440 Licenses | | | 230.00 |
| 6460 Not for profit State report | 14.00 | | |
| 6470 Filing Fees | | | 85.00 |
| Total 6400 Taxes & Licenses | 239.00 | | 565.00 |
| 6600 Utilities | | | 2,073.94 |
| 6610 Electric | 3,696.45 | | |
| 6620 Heating Oil | 1,214.75 | | 35.57 |
| 6630 Internet TV Phone | 1,406.63 | | 1,101.93 |
| 6640 Water & sewer | 803.05 | | 604.77 |
| 6650 Security Monitoring | 2,958.90 | | 497.00 |
| Total 6600 Utilities | 10,079.78 | | 4,313.21 |
| 6700 Other Home Expenses | | | 4,599.64 |
| 6710 Maintenance | 1,803.13 | | |
| 6720 Groceries | 2,103.89 | | 2,820.32 |
| 6730 Entertainment | 179.90 | | 79.90 |
| 6740 Drug Tests | 1,028.88 | | 563.07 |
| 6750 Background checks | 334.00 | | 200.00 |
| 6760 Resident Services | 3,670.00 | | 3,900.00 |
| Total 6700 Other Home Expenses | 9,119.80 | | 12,162.93 |
| Total Expenditures | 200,081.82 | | 157,891.11 |
| NET OPERATING REVENUE | 30,851.79 | | -50,386.99 |
| NET REVENUE | \$30,851.79 | | \$ -50,386.99 |

Statement of Financial Position YTD

As of October 31, 2018

| | As of Oct 31, 2018 | As of Oct 31, 2017 (PY) | Total |
|-----------------------------------|---------------------|-------------------------|---------------------|
| ASSETS | | | |
| Current Assets | | | |
| Bank Accounts | | | |
| 1072 Bill.com Money Out Clearing | 25.00 | | 0.00 |
| 1110 7 Day CD | 0.00 | | 16,084.49 |
| 1120 E Savgs | 0.00 | | -2.95 |
| 1130 N Profit | 20,517.73 | | 16,539.12 |
| 1140 St. Mary's Bank Checking | 41,473.29 | | 1,737.57 |
| 1150 Paypal | 1,311.20 | | 96.80 |
| Total Bank Accounts | 63,327.22 | | 34,455.03 |
| Accounts Receivable | | | |
| 1210 Accounts Receivable (A/R) | 32,830.00 | | 14,748.00 |
| Total Accounts Receivable | 32,830.00 | | 14,748.00 |
| Other Current Assets | | | |
| 1230 Due from Resident | 521.73 | | 466.73 |
| Total Other Current Assets | 521.73 | | 466.73 |
| Total Current Assets | 96,678.95 | | 49,669.76 |
| Fixed Assets | | | |
| 1500 Manchester Home | | | |
| 1520 Electrical work | 1,500.00 | | 1,500.00 |
| 1530 Fire alarm system | 17,002.00 | | 14,294.80 |
| 1540 Boiler | 30,080.94 | | 21,680.94 |
| 1550 Interior painting | 967.00 | | 967.00 |
| 1560 Kitchen work | 6,108.00 | | 6,108.00 |
| 1580 Security system | 10,183.15 | | 10,183.15 |
| 1590 Furniture | 792.19 | | 792.19 |
| 1592 Fire Suppression System | 2,400.00 | | 2,400.00 |
| 1593 Windows | 3,025.00 | | 3,025.00 |
| 1594 Roof | 9,248.00 | | 9,248.00 |
| Total 1500 Manchester Home | 81,306.28 | | 70,199.08 |
| 1610 Vehicles | 15,735.17 | | 15,735.17 |
| 1700 Accumulated Depreciation | -8,113.33 | | -637.65 |
| Total Fixed Assets | 88,928.12 | | 85,296.60 |
| TOTAL ASSETS | \$185,607.07 | | \$134,966.36 |

LIABILITIES AND EQUITY

Liabilities

Current Liabilities

Accounts Payable

2105 Accounts Payable

7,197.58

769.81

Total Accounts Payable

7,197.58

769.81

| | As of Oct 31, 2018 | As of Oct 31, 2017 (PY) | Total |
|--|---------------------|-------------------------|---------------------|
| Credit Cards | | | |
| 2110 LSB MC | 2,719.08 | | 663.84 |
| Total Credit Cards | 2,719.08 | | 663.84 |
| Other Current Liabilities | | | |
| 2210 Federal Withholding | 0.00 | | 4,817.06 |
| 2220 NH Unemployment Tax Payable | 109.68 | | 104.20 |
| Credit Card Clearing | -2,719.08 | | 0.00 |
| Total Other Current Liabilities | -2,609.40 | | 4,921.26 |
| Total Current Liabilities | 7,307.26 | | 6,354.91 |
| Total Liabilities | 7,307.26 | | 6,354.91 |
| Equity | | | |
| 3100 Unrestricted Net Assets | 130,143.58 | | 134,588.54 |
| 3101 Board Designated Funds | 0.00 | | 30,000.00 |
| 3200 Temporarily Restricted Net Assets | 17,304.44 | | 14,409.90 |
| Net Revenue | 30,851.79 | | -50,386.99 |
| Total Equity | 178,299.81 | | 128,611.45 |
| TOTAL LIABILITIES AND EQUITY | \$185,607.07 | | \$134,966.36 |

Statement of Cash Flows YTD

January - October, 2018

| | Total |
|--|-------------|
| OPERATING ACTIVITIES | |
| Net Revenue | 30,851.79 |
| Adjustments to reconcile Net Revenue to Net Cash provided by operations: | |
| 1210 Accounts Receivable (A/R) | -32,830.00 |
| 1230 Due from Resident | -55.00 |
| 2105 Accounts Payable | 950.85 |
| 2110 LSB MC | 1,267.81 |
| 2210 Federal Withholding | -6,369.41 |
| 2220 NH Unemployment Tax Payable | -287.22 |
| Credit Card Clearing | -2,719.08 |
| Total Adjustments to reconcile Net Revenue to Net Cash provided by operations: | -40,042.05 |
| Net cash provided by operating activities | -9,190.26 |
| INVESTING ACTIVITIES | |
| 1530 Manchester Home: Fire alarm system | -1,626.50 |
| Net cash provided by investing activities | -1,626.50 |
| FINANCING ACTIVITIES | |
| 3100 Unrestricted Net Assets | 37,717.67 |
| 3101 Board Designated Funds | -30,000.00 |
| 3200 Temporarily Restricted Net Assets | -7,717.67 |
| Net cash provided by financing activities | 0.00 |
| NET CASH INCREASE FOR PERIOD | -10,816.76 |
| Cash at beginning of period | 74,143.98 |
| CASH AT END OF PERIOD | \$63,327.22 |

Temp Restricted Net Assets Ledger to Date

All Dates

| Date | Memo/Description | Amount |
|---|---|------------|
| 3200 Temporarily Restricted Net Assets | | |
| 11/30/2016 | Adjust Temp Restricted Net Assets for Bean Grant | 10,000.00 |
| 12/31/2016 | Adjust Temp Restricted Net Assets for Bank of America Charitable Foundation Grant | 5,000.00 |
| 12/31/2016 | Adjust Temp Restricted Net Assets for Dobles Grant | 22,000.00 |
| 01/31/2017 | January 2017 releases from restriction | -5,391.18 |
| 02/28/2017 | February 2017 releases from restriction | -1,437.50 |
| 03/31/2017 | March 2017 releases from restriction | -943.00 |
| 05/31/2017 | May 2017 releases from restriction | -1,518.00 |
| 06/30/2017 | Adjust Temp Restricted Net Assets for Grant Received | 2,500.00 |
| 06/30/2017 | June 2017 releases from restriction | -1,150.00 |
| 06/30/2017 | Adjust Temp Restricted Net Assets for Grant Received | 7,500.00 |
| 07/31/2017 | July 2017 releases from restriction | -3,553.51 |
| 07/31/2017 | Adjust Temp Restricted Net Assets for Grant Received | 3,500.00 |
| 08/31/2017 | August 2017 releases from restriction | -629.86 |
| 09/30/2017 | September 2017 releases from restriction | -12,268.64 |
| 10/31/2017 | October 2017 releases from restriction | -9,198.41 |
| 11/30/2017 | November 2017 releases from restriction | -7,552.62 |
| 12/31/2017 | December 2017 releases from restriction | -6,835.17 |
| 12/31/2017 | Adjust Temp Restricted Net Assets for Grant Received | 25,000.00 |
| 01/31/2018 | January 2018 releases from restriction | -3,370.03 |
| 02/28/2018 | February 2018 releases from restriction | -3,875.64 |
| 03/31/2018 | March 2018 releases from restriction | -2,888.00 |
| 04/30/2018 | April 2018 releases from restriction | -2,732.00 |
| 05/31/2018 | May 2018 releases from restriction | -4,677.00 |
| 06/30/2018 | June 2018 releases from restriction | -3,746.00 |
| 07/31/2018 | Adjust Temp Restricted Net Assets for Grant Received | 3,809.00 |
| 07/31/2018 | July 2018 releases from restriction | -3,906.00 |
| 08/31/2018 | Adjust Temp Restricted Net Assets for Grant Received | 12,500.00 |
| 08/31/2018 | August 2018 releases from restriction | -414.00 |
| 09/30/2018 | Adjust Temp Restricted Net Assets for Grant Received | 5,000.00 |

| Date | Memo/Description | Amount |
|---|--|--------------------|
| 09/30/2018 | September 2018 releases from restriction | -2,088.00 |
| 10/31/2018 | October 2018 releases from restriction | -1,330.00 |
| Total for 3200 Temporarily Restricted Net Assets | | \$17,304.44 |
| TOTAL | | \$17,304.44 |

YTD Budget to Actual

January - August, 2018

| | Actual | Budget | over Budget | Total % of Budget |
|--|-------------------|-------------------|-------------------|----------------------|
| REVENUE | | | | |
| 4100 Donations | 78,281.14 | 65,000.00 | 13,281.14 | 120.43 % |
| 4150 Grant | 46,309.00 | 40,000.00 | 6,309.00 | 115.77 % |
| 4210 Div Income | 4.91 | | 4.91 | |
| 4220 Interest Inc | 10.62 | 33.36 | -22.74 | 31.83 % |
| 4310 Other Income | 1,390.00 | | 1,390.00 | |
| 4320 Gains/Losses on trading portfolio | -20.79 | | -20.79 | |
| 4410 Resident Fees | 2,665.00 | 2,666.64 | -1.64 | 99.94 % |
| 4500 Government Funding | | | | |
| 4520 BDAS | 11,055.00 | 50,000.00 | -38,945.00 | 22.11 % |
| 4530 Medicaid Reimbursements | 6,360.00 | 50,000.00 | -43,640.00 | 12.72 % |
| Total 4500 Government Funding | 17,415.00 | 100,000.00 | -82,585.00 | 17.42 % |
| 4610 Room & Board (in kind) | 2,769.24 | 2,333.36 | 435.88 | 118.68 % |
| Total Revenue | 148,824.12 | 210,033.36 | -61,209.24 | 70.86 % |
| GROSS PROFIT | 148,824.12 | 210,033.36 | -61,209.24 | 70.86 % |
| EXPENDITURES | | | | |
| 5100 Advertising | | | | |
| 5110 Constant Contact | 270.75 | 166.64 | 104.11 | 162.48 % |
| 5130 Website Design | 1,000.00 | 1,666.64 | -666.64 | 60.00 % |
| 5150 Other Advertising | | 50.00 | -50.00 | |
| Total 5100 Advertising | 1,270.75 | 1,883.28 | -612.53 | 67.48 % |
| 5200 Auto & Transport | | | | |
| 5210 Auto Insurance | 308.98 | 3,000.00 | -2,691.02 | 10.30 % |
| 5240 Gas & Fuel | 151.11 | 533.36 | -382.25 | 28.33 % |
| 5250 Parking | 1.00 | 6.64 | -5.64 | 15.06 % |
| 5270 Registration | 206.20 | 250.00 | -43.80 | 82.48 % |
| 5280 Service & Parts | 378.06 | 333.36 | 44.70 | 113.41 % |
| 5290 Tolls | | 26.64 | -26.64 | |
| Total 5200 Auto & Transport | 1,045.35 | 4,150.00 | -3,104.65 | 25.19 % |

| | Actual | Budget | over Budget | Total % of Budget |
|---|-------------------|-------------------|-------------------|----------------------|
| 5300 Dues & Subscriptions | 430.95 | 500.00 | -69.05 | 86.19 % |
| 5400 Fees & Charges | | 83.36 | -83.36 | |
| 5410 Epay | | 333.36 | -301.48 | 9.56 % |
| 5420 PayPal CC Fees | 31.88 | 100.00 | 137.58 | 237.58 % |
| 5430 Bank Fees | 237.58 | 400.00 | -370.00 | 7.50 % |
| 5440 Fire Alarm Fee | 30.00 | | | |
| Total 5400 Fees & Charges | 299.48 | 916.72 | -617.26 | 32.67 % |
| 5600 Insurance | | 500.00 | -500.00 | |
| 5610 Director & Officer Liability | | 1,666.64 | 1,814.19 | 208.85 % |
| 5620 Home | 3,480.83 | 4,666.64 | 2,552.36 | 154.69 % |
| 5630 Workers Comp | 7,219.00 | | | |
| Total 5600 Insurance | 10,699.83 | 6,833.28 | 3,866.55 | 156.58 % |
| 5700 Meals & Entertainment | | 100.00 | -100.00 | |
| 5800 Office Expenses | | 833.36 | -70.64 | 91.52 % |
| 5810 Computer & Software | 762.72 | 2,666.64 | -220.04 | 91.75 % |
| 5820 Office Supplies | 2,446.60 | 100.00 | 188.25 | 288.25 % |
| 5830 Postage and Delivery | 288.25 | | | |
| Total 5800 Office Expenses | 3,497.57 | 3,600.00 | -102.43 | 97.15 % |
| 5900 Payroll and other employee expenses | | 11,666.64 | -1,516.23 | 87.00 % |
| 5910 Employer Taxes | 10,150.41 | 145,666.64 | -30,159.58 | 79.30 % |
| 5920 Salaries & Wages | 115,507.06 | 7,200.00 | -7,200.00 | |
| 5930 Health Stipend | | 600.00 | -25.00 | 95.83 % |
| 5940 Training | 575.00 | | | |
| Total 5900 Payroll and other employee expenses | 126,232.47 | 165,133.28 | -38,900.81 | 76.44 % |
| 6300 Prof and Legal Fees | | 14,000.00 | -7,988.73 | 42.94 % |
| 6340 Accountant | 6,011.27 | | | |
| Total 6300 Prof and Legal Fees | 6,011.27 | 14,000.00 | -7,988.73 | 42.94 % |
| 6321 Fund Raising Events | | | 1,234.00 | |
| 6400 Taxes & Licenses | | 33.36 | 191.64 | 674.46 % |
| 6410 Annual Report Certificate | 225.00 | 166.64 | -166.64 | |
| 6440 Licenses | | | | |

| | Actual | Budget | over Budget | Total % of Budget |
|--|----------------------|-------------------|----------------------|------------------------|
| 6460 Not for profit State report | 7.00 | | 7.00 | |
| Total 6400 Taxes & Licenses | 232.00 | 200.00 | 32.00 | 116.00 % |
| 6600 Utilities | | | | |
| 6610 Electric | 2,231.42 | 1,666.64 | 564.78 | 133.89 % |
| 6620 Heating Oil | 1,214.75 | 1,666.64 | -451.89 | 72.89 % |
| 6630 Internet TV Phone | 1,088.18 | 800.00 | 288.18 | 136.02 % |
| 6640 Water & sewer | 803.05 | 600.00 | 203.05 | 133.84 % |
| 6650 Security Monitoring | 59.90 | 333.36 | -273.46 | 17.97 % |
| Total 6600 Utilities | 5,397.30 | 5,066.64 | 330.66 | 106.53 % |
| 6700 Other Home Expenses | | | | |
| 6710 Maintenance | 1,374.95 | 1,666.64 | -291.69 | 82.50 % |
| 6720 Groceries | 1,831.49 | 2,666.64 | -835.15 | 68.68 % |
| 6730 Entertainment | 63.92 | 83.36 | -19.44 | 76.68 % |
| 6740 Drug Tests | 807.50 | 333.36 | 474.14 | 242.23 % |
| 6750 Background checks | 309.00 | 233.36 | 75.64 | 132.41 % |
| 6760 Resident Services | 3,670.00 | 2,666.64 | 1,003.36 | 137.63 % |
| Total 6700 Other Home Expenses | 8,056.86 | 7,650.00 | 406.86 | 105.32 % |
| Total Expenditures | 164,407.81 | 210,033.20 | -45,625.39 | 78.28 % |
| NET OPERATING REVENUE | -15,583.69 | 0.16 | -15,583.85 | -9,739,806.25 % |
| NET REVENUE | \$ -15,583.69 | \$0.16 | \$ -15,583.85 | -9,739,806.25 % |



**BOARD OF DIRECTORS
DISMAS HOME OF NEW HAMPSHIRE
March 11, 2019**

NAME: Paul Allen Young
DATE OF BOARD MEMBERSHIP: June, 2015
BOARD OFFICER: President
PERSONAL ADDRESS:

NAME: Elaine Rizzo
DATE OF BOARD MEMBERSHIP: October, 2015
BOARD OFFICER: Vice President
PERSONAL ADDRESS:

NAME: John D. Wallace
DATE OF BOARD MEMBERSHIP: November, 2014
BOARD OFFICER: Treasurer
PERSONAL ADDRESS:

NAME: Jodi Kelley Hoyt
DATE OF BOARD MEMBERSHIP: May, 2016
BOARD OFFICER: Secretary
PERSONAL ADDRESS:

NAME: Anthony J. Coriaty
DATE OF BOARD MEMBERSHIP: September, 2014
PERSONAL ADDRESS:

NAME: Annika Augusta Marie Stanley-Smith
DATE OF BOARD MEMBERSHIP: January, 2018
PERSONAL ADDRESS:

NAME: Julie Ann McCarthy
DATE OF BOARD MEMBERSHIP: October, 2017
PERSONAL ADDRESS:

NAME: Kenneth P. Brown
DATE OF BOARD MEMBERSHIP: October, 2018
PERSONAL ADDRESS:

NAME: Christopher Young
DATE OF BOARD MEMBERSHIP: October, 2018
PERSONAL ADDRESS:



EXECUTIVE DIRECTOR

NAME: Sara Jane Lutat, MSW/MLADC

DATE OF HIRE: May, 2016

PERSONAL ADDRESS:

Sara J. Lutat

*Dedicated and caring Master Social Worker/special educator, specializing in transition
(trauma informed)*

EXPERIENCE

Dismas Home of New Hampshire, Manchester, NH, Executor Director (May 2016 to present)

- Regularly reports to the Executive Committees of the Board of Directors, as well as the Chairman of the Board
- Fiscal management by operating within approved budget, maximizing resource utilization and maintaining a positive financial position for the organization
- Assisting with fundraising, as well as developing funding streams, necessary to support DHNH via grants, request for proposals for state and federal governments, and private donors
- Collaborates with Board of Directors Executive Committee to develop and maintain strategic plan for DHNH
- Successful development and implementation of programs and activities identified within the strategic plan of DHNH
- Development of operational policies/protocols for day-to-day operations, residents, personnel and volunteers
- Insure community and government awareness of policies/regulations/laws through extensive communications
- Assisting established Evaluation team with developing objectives and measures to monitor key performance indicators to assess how the objectives are being achieved, collecting relevant data to support evaluation, and regularly and carrying out evaluations of the organization and residents in order to collect feedback and make adjustments as needed and necessary to meet the mission of DHNH
- Act as a spokesman for DHNH
- Administers and provides evidence based clinical services being provided to the resident for their substance Use and co-occurring disorders, and trauma in one hour weekly sessions (or as needed) with residents
- Oversees the day- to -day operations, staff, interns and volunteers, of DHNH using effective administration and supervision best practices
- Ensures government and grant funding are properly accounted for and maintained
- Responsible for recruitment, employment and personnel management of all personnel both paid and volunteer
- Develop and maintain strong ties within local community and develop evidence based best practices

YWCA of New Hampshire, Crisis Center, Manchester, NH, MSW Internship (August 2015 to present)

Cynthia Day Family Center, Keystone Hall, Nashua, NH, MSW Internship (August 2014 to May, 2015)

- Provide clinical support by facilitating groups and by providing individual support to clients who are at various stages of recovery process in a substance abuse, residential treatment facility for women and their children
- Researching updating, and creating approved, evidence-based, curriculums for recovery/relapse prevention for psycho-educational groups that support recovery
- Provide individual, clinical support to clients in the community and assist clients with identifying, accessing and connecting to daily living resources upon successful completion of program at Keystone Hall

- Provide case management support when needed to Case Managers of Keystone Hall.
- Experienced with using the NH WIT's system in creating profiles, treatment plans and logging encounter/progress notes with client
- Co-facilitated and provided clinical support for Men's Relapse and Prevention group for men who are in various stages of change and acknowledgement of their abuse, addiction, or recovery

Regional Services and Education Center/The RSEC Academy, Amherst, NH (September 2005 to June 2016)

- *Transitional Coordinator* for The RSEC Academy, middle school up to high school and beyond
 - Post-secondary transition liaison for students and parents
 - Focus on student mentoring and developing student potential and leadership
 - Developed and designed curriculum for post-secondary, transitional skills program aligned with national standards and Common Core
 - Coordinated and facilitate PATH (Pulling Altogether to Help) teams for at-risk high school students
 - Developed and facilitate Extended Learning Opportunities and Job Shadows for career exploration
 - Assist students with career, college, and job/vocational training explorations and participation
 - Coordinate vocational training opportunities and off site placement in other educational settings
- *Case Manager* for The RSEC Academy, middle school up to high school
 - Case manager with IEP development and facilitation
 - Experience with wide variety of students with diagnosed learning disabilities
 - Skilled in writing, data assessment and interpersonal communication
- *General Special Educator Pre-K – 21 years*
 - Licensed NH educator, Pre-K – 8; General Special Educator Pre-K – 21 years
 - Certified as a Project Adventure experiential educator/facilitator

EDUCATION

University of New Hampshire @ Manchester, NH
Master of Social Work (MSW) May, 2016

Notre Dame College, Manchester, NH
Bachelor of Arts in Elementary Education (K-8)
Cum Laude, Member of Alpha Sigma Lambda Honor Society

Becker Junior College, Worcester, MA
Associates in Legal Secretarial Science/Paralegal
Member of Phi Theta Kappa Honor Society

**Dismas Home New Hampshire
Executive Director/Clinical Director
Job Description**

Summary: Reporting to the Board of Directors, the Executive Director (ED) has overall strategic and operational responsibility for DHHH staff and programming, overseeing and providing substance use disorder services under an ASAM Level 3.1. facility related to services, programs, expansion, and execution of its mission.

Responsibilities

Clinical/Counseling for Substance Use Disorders/Co-occurring Mental Health Disorders:

- Provide clinical support by facilitating groups and by providing individual counseling to residents (minimum of 1 hour each week) in recovery to meet ASAM 3.1 Level of Care, Low-Intensity Residential Alcohol and Drug Treatment/Re-entry Program for previously incarcerated women diagnosed with substance use disorders and co-occurring mental illnesses as they re-enter the community.
- Research, update and create evidence-based practices, curriculums for psycho-educational groups to support recovery and clinical practice.
- Oversee case management practices by DHHH case managers and CRSWs
- Meet the minimum required weekly hourly supervision (100 hours) by the state of New Hampshire for Licensed Independent Social Worker by licensed/credentialed supervisor, LICSW, anticipated completion April, 2019.
- Complete, review cases/notes, and hours to be billed to Medicaid for 90-Day Low, Intensity residential treatment and clinical hours per each resident.
- Maintain accurate, complete and timely clinical records on each resident of DHHH in order meet the licensure requirements of NH Department of Health and Human Services, and Insurers.
- Maintain and enter accurate case notes and SUD information about residents in NH WITS, data collection to meet the contract requirements of BDAS
- Oversee the BDAS contract expectations, standards, and quality assurance³

Leadership & Management:

- Ensure ongoing programmatic excellence, rigorous program evaluation, and consistent quality of finance and administration, fundraising, communications, and systems; recommend timelines and resources needed to achieve the strategic goals.
- Implement and oversee the DHHH Volunteer Program and other evidence-based practices adopted by the program.
- Engage board members, alumni, partnering organizations, and funders.

- Develop, maintain, and support a strong Board of Directors; serve as ex-officio of each committee; seek and build board involvement with strategic direction for day to day operations.
- Lead, coach, develop, and retain DHNH's staffing team.
- Ensure effective systems to track progress, and regularly evaluate program components, in efforts to measure successes that can be effectively communicated to the board, funders, and other constituents.

Fundraising & Communications:

- Implement and oversee revenue generating and fundraising activities to support existing program operations and expansion efforts.
- Deepen and refine all aspects of communications—from web presence to external relations with the goal of expanding DHNH and establishing credibility as a reentry and substance abuse provider of choice.
- Leverage relationships and community partnerships to garner new opportunities.

Planning:

- Assist with design and complete the strategic business planning process for program expansion.
- Build community partnerships, establishing relationships with the funders, and political and community leaders.
- Be an external presence that publishes and communicates program results with an emphasis on the successes of DHNH as a model for regional and national replication.

Qualifications

The ED will be thoroughly committed to DHNH's mission. Proven leadership, coaching, and relationship management experience.

Specific requirements include:

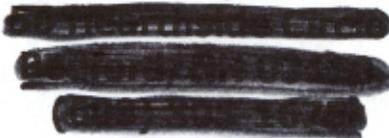
- Advanced degree, ideally an MSW, with at least 2 years of senior management experience
- Unwavering commitment to quality programs and data-driven program evaluation
- Extensive experience in Nonprofit Management with the ability to coach staff, manage, and develop high-performance teams, set and achieve strategic objectives, and manage a budget
- Past success working with a Board of Directors with the ability to cultivate existing board member relationships
- Strong marketing, public relations, and fundraising experience with the ability to engage a wide range of stakeholders and cultures
- Strong written and verbal communication skills; a persuasive and passionate communicator with excellent interpersonal and multidisciplinary project skills

- Action-oriented, adaptable, and innovative approach to nonprofit strategic planning
- Ability to work effectively in collaboration with diverse groups of people
- Passion, idealism, integrity, positive attitude, mission-driven, and self-directed
- Master Licensed Alcohol and Drug Counselor(MLADC) NH License #1000

Sara J. Lutat, MSW/MLADC 7-01-18
Sara J. Lutat, MSW/MLADC/ED Date

Madison Cott 7/01/18
Witness Date

ELEANOR (ELLIE) C. THERRIEN



CAREER HIGHLIGHTS

- **Administrative:** Budget development and management, contract response to NH Department of Corrections (NH DOC) and NH Department of Justice NH DOJ), implementation and monitoring, staff development and supervision (assistant director, LADC, case managers, drug screenings, etc.), reported mandated data, program development and implementation of contract.
- **Program Development:** Designed, developed, implemented, monitored and evaluated a series of case management-based community programs. Program implementation included: assessment of clientele, case management, life skills groups, crisis intervention (homelessness, mental health, substance use, etc.), court advocacy, referrals to appropriate services e.g. education, employment, housing, job training, etc.
- **Case Management:** Assessed clients for needs using nationally recognized assessment tools, determined eligibility for program, developed case plans with long and short-term goals including program graduation, oversaw implementation of case management, reviewed LADC assessment/recommendations and implemented such. (A strong emphasis was focused on identifying mental health and substance use needs.) Trained, supervised and supported the program staff. Worked with female and male offenders through the NH DOC probation/parole district office. Monitored compliance with the programs. It included clients that were re-entering the community from prison or as an alternative to incarceration as well as clients with misdemeanor offenses. Maintained a good working relationship with NH DOC.
- **Community Relations:** Developed a strong effective network with courts (Superior and Circuit), defense counsel, prosecutors, NH Department of Justice, NH Department of Corrections, Hillsborough County House of Corrections and community service providers.

RECENT EMPLOYMENT EXPERIENCE

| | |
|--------------|--|
| 2017 | NH Office of the Public Defender Part-time/Obtaining admittance to treatment programs for clients |
| 2015 to 2017 | Keystone Hall Case Manager, New Hope Program (Part-time/Grant-funded through NH DOJ) |
| 2013 to 2014 | Farnum Center Coordinator, <i>FAST Program</i> (Part-time/Start-up program) |
| 2012 to 2013 | Keystone Hall Case Manager (Part-time/Grant-funded through NH DOJ) |
| 2008 to 2011 | Hillsborough County Attorney's Office Director, <i>Hillsborough County Re-Entry Program</i> (Grant-funded through NH DOJ) |
| 1995 to 2008 | Southern New Hampshire Services, Inc. Director, Hillsborough County Academy Programs (Funded through NH DOC) |

**Eleanor (Ellie) C. Therrien
Resume Continues**

EDUCATION

1979-1982 New Hampshire College
 B.S. Human Services (2 credits short)
1962 St. Columbkille High School
 Brighton, MA 02135

BOARD AFFILIATION

- Manchester Weed and Seed (US DOJ) Advisory Board
- Marital Mediator Certification Board – Appointment to State Board
- Nashua Children’s Home – Chair of the Board
- New Hampshire Mediation Program
- YWCA Board of Directors (Nashua)
- New Hampshire Mediators Association – Chair of the Board
- State of New Hampshire Re-Entry Steering Committee
- New Hampshire Adults and Children with Learning Disabilities Board

COMMUNITY INVOLVEMENT

- State of New Hampshire – Special Education Mediator (5 years)
- New Hampshire Mediation Program -- Marital Mediation/Volunteer (20 years)
- Nashua Mediators Program – Marital Mediation/Volunteer (8 years)
- Nashua Mediation Program -- Parent/Child Mediation/Volunteer (5 years)

REFERENCES

Provided upon request

Karin Powers

[REDACTED]
[REDACTED]
[REDACTED]

I have a degree in Crop and Soil Science, a Montessori upper elementary teaching diploma, and a profound interest in the world around me. I am passionate about learning, and I love to share what I have learned with others. In the past I have worked as a Home Health Aide, as a security officer, and as a residential counselor in a homeless shelter. Having grown up in challenging circumstances, I find that I am most fulfilled when I have meaningful work teaching people of any age or supporting those who are in crisis. I have just moved to downtown Manchester to complete my studies at a holistic massage therapy school in the area. I would love to find part-time, preferably long term, work that matters.

Authorized to work in the US for any employer.

Work Experience

Householder

Plowshare Farm - Greenfield, NH
April 2017 to June 2018

I co-managed a household of 12 at a farm-based intentional community devoted to working and life-sharing with developmentally challenged individuals. I shared responsibility for maintaining the house and the grounds as well as the personal, medical, and social needs of the residents in my household. I led a workshop which prepared lunch for the entire community, as well as a workshop which produced baked goods (for purchase as well as for community consumption). I was also responsible for assisting in the planning and production of common celebratory festivals and ceremonies.

Householder

Lukas Community - Temple, NH
August 2015 to April 2017

I was an assistant householder in a home of 12 individuals at an intentional community devoted to working alongside and life-sharing with people with special needs. I shared responsibility for maintaining the house and the grounds as well as the personal, medical, and social needs of the residents in my household. In addition to cooking for my household on a regular basis, I also prepared food for groups of 50+ people for celebratory festivals and public functions. I led workshops in speech and dramatic arts, reading, and baking. I assisted in workshops in Eurythmy, (a performance art which seeks to make music and speech "visible" through gesture and dance) exercise therapy, gardening, and puppetry.

Overnight counselor

Athens Area Homeless Shelter - Athens, GA
June 2003 to August 2004

I welcomed people who were in need in shelter into the facility, helped them get integrated, and did all associated record keeping. If an intake could not happen at our facility, I attempted to make alternative

referrals. I monitored the premises, administered medication as needed, performed safety checks, and assisted in maintaining cleanliness of the building.

Security Officer

University of Georgia - Athens, GA
August 2002 to September 2003

Education

LMT in Massage Therapy

Northeast Institute for Whole Health - Manchester, NH
September 2015 to August 2019

Upper Elementary Diploma in General Education

North American Montessori Center
March 2012 to August 2013

BS in Agriculture- Crop and Soil Science

University of Georgia - Athens, GA
1998 to 2002

Skills

Dramatic arts; gardening and agriculture; large scale food preparation (and extensive awareness of nutrition, food sensitivities, and dietary restrictions); K-12 studies; yoga and physical fitness; Spanish language; child care; animal care

Certifications/Licenses

Court Appointed Special Advocate (guardian ad litem) August 2003

COLLEEN L HAYWARD

To be a direct care provider

APRIL 2015 TO CURRENT

CARE GIVER HOME HEALTH AIDE/ , Visting Angels of Auburn NH

Care Giving of the Elderly specializing in Alzheimer's, Dementia & Hospice Care. Care giver of the month, recognized for saving someone's life for multiple people

NOVEMBER 2015 TO NOVEMBER 2017

HOME CARE ASISTANCE ,HOME CARE ASSISTANCE of Bedford, NH

1 on 1 homecare for elderly specializing in dementia & hospice care

JUNE 1983 TO MAY 1985

**CERTIFICATE IN DENTAL ASSISTING/OFFICE MANAGEMENT, North Shore
Community College Lynn Massachussetts**

SEPTEMBER 1980 TO JUNE 1983

HIGH SCHOOL DIPLOMA , Lynn English High Lynn Massachussetts

- Parent advocate/state of NH
- Nami NH support group leader
- After school teacher for at risk students
- Relias certified training
- 1st aid and CPR training

Parent of special needs child, NAMI NH volunteer, MICAH Award recipient 2016, Blessed Sacrament Food Pantry Manager for 5 years, The Volunteer NH Award Winner for making a difference in child's life.

Jessica Mckenzie

Work Experience

Direct support provider/case worker

Provided counseling for kids in the foster system with severe trauma due to parents with active addictions

Transport clients and supervised visitations

Coordinated school enrollment and afterschool activities

Administered medications and properly logged it

I was lead supervisor and trained new staff

Entered hourly logs for clients to aid in final discharge decisions

Incharge of weekly meal prep, budget and shopping

As a case worker, I help kids who grew up in institutions become productive members of society

I aided in writing resumes and securing a job

Transporting clients to job interviews and appointments

Helped meet short and long term goals made by their therapists

Education

General

Skills

Direct Care, Social Work, Social Service

Military Service

Branch: US military

Service Country: United States

Rank: E3

November 2008 to November 2012

Certifications/Licenses

First Aid CPR AED

Medication Administration

NAPPI Certified

Executive Assistant

SUMMARY OF QUALIFICATIONS

- A highly organized and detail-oriented Executive Assistant with over 20 years' experience providing thorough and skillful administrative support to senior executives.
- Dedicated and focused; able to prioritize and complete multiple tasks and follow through to achieve project goals.
- An independent and self-motivated professional with excellent research skills; able to grow positive relationships with clients and colleagues at all organizational levels.
- Computer skills include: Gmail, Outlook, MS Word, Excel, PowerPoint, Internet, and customized applications.

PROFESSIONAL EXPERIENCE

INNOVAIRRE COMMUNICATIONS, LLC, Wilton, NH

Executive Assistant to the Sr. Executive Management Team

2005 – Present

- Coordinate and set up high-level conference calls, board and management meetings, special events and end to end travel arrangements/itinerary's for top executives
- Organize and assimilate documents for company's Board of Trustees
- Manage multiple calendar's for executives
- Management of State Fundraising Counsel registrations / Trademark activities and all Corporate contracts
- Recruit new employee's / on-boarding and miscellaneous human resource functions
- Oversee corporate travel & expense program and AMEX card program
- Obtain Visas and required documents for International travel

HONEYWELL INTERNATIONAL, Saugus, MA

Executive Assistant to the President and General Manager – National Energy Solutions

2003 - 2005

- Maintained extremely complex schedule and daily appointment calendar utilizing Outlook
- Coordinated international and domestic travel, reconcile expense reports
- Attended meetings/conference calls on behalf of or in conjunction with the President
- Coordinated all aspects of company team meetings – hotel selection/negotiation, travel, etc.
- Prepared routine and advanced correspondence including letters, memoranda and reports

TECNOMATIX TECHNOLOGIES, Nashua, NH

Executive Assistant to the Executive Vice President of World Wide Sales and Executive Vice President of Corporate Marketing

2001 - 2003

- Supported all sales efforts which included international sales teams, generated sales tools and collateral, delegated sales leads to the appropriate sales manager, and coordinated quarterly sales meetings
- Created and executed direct mail campaign for pre- and post-tradeshaw mailings, trade publication memberships lists and sales and customer leads
- Worked closely with public relations firm to generate editorial and speaking opportunities, press release schedule and overall PR plan to grow industry visibility.

ELLACOYA NETWORKS, Merrimack, NH

2000 – 2001

Executive Assistant to Vice President of Worldwide Sales and administrative support to 10 Sales Offices

- Assisted executives by relieving them of complex details and advanced administrative duties
- Independently investigated assigned problems determining method of research, data requirements as well as analysis techniques. Prepared reports and recommendations for action by superior
- Consolidated department reports taking input from Executive VP Sales' direct reports
- Made high level contacts of a complex and confidential nature both internally and externally
- Managed complex schedules and daily appointment calendars; coordinated travel and lodging arrangements as required
- Assisted the executives in preparing for all aspects of Board of Directors, Committee Meeting, Sales Department meetings and the hosting of company guests

CISCO SYSTEMS, Chelmsford, MA

1996 - 2000

Executive Assistant to Vice President of Worldwide Sales and administrative support to 11 Sales Offices

- Managed Vice President's daily schedule
- Assisted the Executive Team members with special projects
- Managed all aspects of multiple off-site Sales meetings and President's Club meetings
- Compiled weekly forecast reports
- Managed day-to-day office correspondence and acted as a liaison between headquarters and all Sales Offices
- Extensive telephone contact with existing and potential customers
- Maintained filing systems, records, logs and customer database

TEXTRON AUTOMOTIVE FUNCTIONAL COMPONENTS, INC., Manchester, NH

1994 - 1996

Executive Assistant to the Sr. Executive Management Team

- Managed all aspects of multiple off-site training and business related conferences
- Prepared presentations, functions and travel arrangements for vendors, suppliers and employees from across the United States
- Negotiated, implemented and managed Safety Eye Glass Program, Safety Shoe Program and Educational Reimbursement Program
- Created and managed an international and domestic travel program for all McCord Winn Textron employees
- Managed extensive supplier Request for Quotation System and worked as liaison with multiple suppliers on timing, follow-up and technical issues

RAYTHEON COMPANY, Andover, MA

1987 - 1994

Executive Assistant to the Manager of the Smart Munitions/Missile System's Division

Advanced from Manchester's Smart Munitions Laboratory to Andover's Patriot Multimode Program Office holding a Department of Defense Secret Clearance and Special Access Clearance.

- Established administrative procedures for the secretarial staff supporting over 115 engineers
- Successfully coordinated work flow and communications in Manchester for the Laboratory Manager, Technical Director and Department/Section Managers
- Skillfully prepared technical reports and presentations material during proposal efforts which led to winning multi-million dollar contracts
- Supervised secretarial support within our organization

CONTRACTOR NAME

Key Personnel

The Salary chart is for 17 months, estimated to be the length of the contract.

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|-------------------|--|--------------|---------------------------|--------------------------------|
| Sara Lutat | Executive Director/Clinical Director/MLADC (full time) | \$99,166.67 | 0% | \$ 00.00 |
| Jessica Mackenzie | P/T Program Coordinator/CRSW under Supervision (35/hours/week) | \$ 35,700.00 | 21.55% | \$ 7,692.50 |
| Colleen Hayward | P/T Program Assistant/CRSW under supervision (35 hours/week) | \$ 35,700.00 | 21.55% | \$ 7,692.50 |
| Karin Powers | P/T Program Assistant/CRSW under supervision (30 hours/week) | \$ 30,600.00 | 0% | \$ 00.00 |
| Eleanor Therrien | P/T Program assistant (18 hours/week) | \$ 14,688.00 | 0% | \$ 00.00 |
| Donna Bryant | P/T Program assistant (8 hours/week) | \$ 6,528.00 | 0% | \$ 00.00 |

Total Contract Budget Allows for \$15,385.00 for 17 months

Subject: RFA-2019-BDAS-02-RECOV-02/Recovery Housing for Individuals with OUD

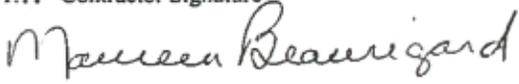
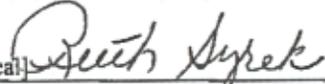
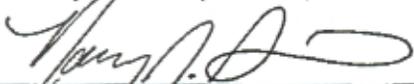
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|--|---|-----------------------------------|
| 1.1 State Agency Name NH Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name FIT/NHNH, Inc. | | 1.4 Contractor Address 122 Market Street Manchester, NH 03101 | |
| 1.5 Contractor Phone Number 603-641-9441 | 1.6 Account Number 05-095-092-920510-7040-0000-102-500731 | 1.7 Completion Date September 29, 2020 September 30, 2020 <i>AB</i> 5.31.19 | 1.8 Price Limitation \$195,795 |
| 1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement | | 1.10 State Agency Telephone Number 603-271-9631 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Maureen Beauregard, President | |
| 1.13 Acknowledgement: State of New Hampshire County of Hillsborough On March 15, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] | | RUTH A. SYREK, Notary Public My Commission Expires September 5, 2023 | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Ruth Syrek, Admin. Asst., Notary Public | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Katja S Fox, Director Date: 4/29/19 | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/24/2019 | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____ | | | |

Subject: RFA-2019-BDAS-02-RECOV-02/Recovery Housing for Individuals with OUD

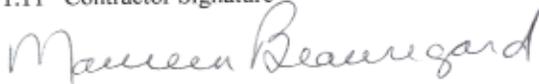
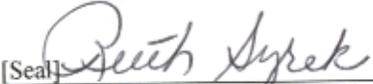
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| 1.13.1 Signature of Notary Public or Justice of the Peace  | | RUTH A. SYREK, Notary Public My Commission Expires September 5, 2023 | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Ruth Syrek, Admin. Asst., Notary Public | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Katja S Fox, Director | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/24/2019 | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____ | | | |

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.
- 1.4. The Contractor shall provide one (1) Recovery Residence to serve females only with Opioid Use Disorder (OUD) who are in need of housing in a supported, safe, recovery housing environment in compliance with the appropriate National Alliance for Recovery Residences (NARR) standard.

2. Scope of Services

- 2.1. The Contractor shall provide a physical recovery housing facility to include, but is not limited to:
 - 2.1.1. Assistance to individuals to transition to independent living.
 - 2.1.2. Safe, stable and sober environment.
 - 2.1.3. Meeting state and/or local occupancy requirements.
- 2.2. The Contractor shall meet the needs of applicants/residents requiring Americans with Disabilities Act (ADA) accommodations. Additionally, the Contractor shall:
 - 2.2.1. Provide documentation and maintain the property is in compliance with local health and safety codes.
 - 2.2.2. Ensure the residence meets all Life and Safety codes, as required.
 - 2.2.3. Ensure that all house managers and/or staff are trained to deliver Naloxone in the case of an overdose.
 - 2.2.4. Meet all information security and privacy requirements as set by the Department.



2.3. The Contractor shall ensure Naloxone is available and accessible in the residence.

2.4. Organizational/Administrative Standards

- 2.4.1. The Contractor shall be a legal business entity.
- 2.4.2. The Contractor shall have a written mission and vision statement.
- 2.4.3. The Contractor shall have a written code of ethics for the Recovery Residence.
- 2.4.4. The Contractor shall carry general liability insurance.
- 2.4.5. The Contractor shall comply with state and federal requirements. If required, documents such as licenses and certificates of occupancy must be visible for public view.
- 2.4.6. The Contractor shall clearly identify the responsible person(s) responsible for the Recovery Residence to all residents.
- 2.4.7. The Contractor shall provide a minimum qualifications, duties and responsibilities for the responsible person(s) of the residence. This information must be present in a job description and/or contract.
- 2.4.8. The Contractor shall ensure the living environment is free from drugs and alcohol.
- 2.4.9. The Contractor shall establish procedures for continuous quality improvement to include, but is not limited to:
 - 2.4.9.1. Collect, evaluate and report accurate process.
 - 2.4.9.2. Collect, evaluate and report outcomes data.
- 2.4.10. The Contractor shall provide proof of written permission to operate a Recovery Residence on the property from the land owner/landlord, if applicable.

2.5. Fiscal Management Standards

- 2.5.1. The Contractor shall keep accurate records and must have the ability to provide residents with statements upon request. The records and/or statements shall include, but are not limited to:
 - 2.5.1.1. Complete records of charges.
 - 2.5.1.2. Payments.
 - 2.5.1.3. Deposits.

2.6. Operation Standards

- 2.6.1. The Contractor shall ensure emergency procedures along with staff numbers are posted in a conspicuous location.

MSB



2.7. Recovery Support Standards

- 2.7.1. The Contractor shall maintain a staffing plan.
- 2.7.2. The Contractor shall ensure an applicant screening process that will maintain a safe and supportive environment for specific groups of individuals in recovery.
- 2.7.3. The Contractor shall ensure confidentiality laws are adhered to.
- 2.7.4. The Contractor shall keep resident's records secure from unauthorized access.
- 2.7.5. The Contractor shall establish and administer a grievance policy and procedure.
- 2.7.6. The Contractor shall provide a safe, structured and recovery supportive environment through established and written residents' rights and requirements.
- 2.7.7. The Contractor shall establish an intake/assessment protocol for accepting new clients.
- 2.7.8. The Contractor shall establish an orientation process that will ensure all fees and charges residents incur are presented to applicants prior to residency. Contractor shall ensure policies are presented to potential applicants in writing and are verbally explained in a simple and easy manner conducive to the individual's understanding.
- 2.7.9. The Contractor shall provide a mutually supportive and recovery-oriented relationships between residents and/or staff through:
 - 2.7.9.1. Peer-based interactions;
 - 2.7.9.2. House meetings;
 - 2.7.9.3. Community gatherings;
 - 2.7.9.4. Recreational events; and/or
 - 2.7.9.5. Other social activities.
- 2.7.10. The Contractor shall adopt recovery-supportive, alcohol and drug-free environments through written and enforced policies and procedures that address the following:
 - 2.7.10.1. Residents that return to alcohol and/or drug use;
 - 2.7.10.2. Hazardous item searches;
 - 2.7.10.3. Drug-screening and or toxicology protocols; and
 - 2.7.10.4. Prescription and non-prescription medication usage; and
 - 2.7.10.5. Prescription and non-prescription storage.



- 2.7.11. The Contractor shall work with residents to develop and participate in an individualized recovery plan.
- 2.7.12. The Contractor shall inform residents on the wide range of local treatment and recovery support services available to them.
- 2.7.13. The Contractor shall provide nonclinical, recovery support and related services.
- 2.7.14. The Contractor shall encourage residents to attend supportive, self-help groups and/or outside professional services.
- 2.7.15. The Contractor shall provide access to scheduled and structured peer-based services such as didactic presentations.
- 2.7.16. The Contractor shall provide third party clinical services.
- 2.7.17. The Contractor shall provide life skills development services.
- 2.7.18. The Contractor shall provide access to clinical services.

2.8. Property Standards

- 2.8.1. The Contractor shall ensure the residence meets all life, safety, health and building codes.
- 2.8.2. The Contractor shall provide residents with storage for food and personal items.
- 2.8.3. The Contractor shall provide fully-functioning fire extinguishers in plain sight and/or clearly marked locations.
- 2.8.4. The Contractor shall install operational smoke detectors.
- 2.8.5. The Contractor shall install operational carbon monoxide detectors if gas appliances are present.
- 2.8.6. The Contractor shall ensure a smoke/tobacco-free internal living environment.
- 2.8.7. The Contractor shall provide a large community room that will accommodate house meetings.
- 2.8.8. The Contractor shall provide sleeping quarters that adhere to local and state square footage requirements.
- 2.8.9. The Contractor shall provide lavatory facilities that adhere to local and state requirements if applicable. If there are no requirements, Contractor shall provide one (1) sink, one (1) toilet and one (1) shower per six (6) residents.
- 2.8.10. The Contractor shall provide on-site laundry services.
- 2.8.11. The Contractor shall maintain the interior and exterior of the residence in a functional, safe, and clean manner.



- 2.8.12. The Contractor shall provide spaces to hold meetings accessible to all residents.
- 2.8.13. The Contractor shall provide appliances in a good and working condition.
- 2.8.14. The Contractor shall provide furniture in good condition.
- 2.8.15. The Contractor shall provide routine and emergency repairs to all aspects of the residence.

2.9. Good Neighbor Standards

- 2.9.1. The Contractor shall provide the residence's responsible parties' information to neighbors upon request. The Contractor shall ensure the responsible party responds to neighbor's complaints.
- 2.9.2. The Contractor shall establish and enforce rules regarding the following:
 - 2.9.2.1. Noise;
 - 2.9.2.2. Smoking;
 - 2.9.2.3. Loitering; and
 - 2.9.2.4. Parking.
- 2.9.3. The Contractor shall establish and enforce parking rules when warranted.

3. Complete Criminal Background Check

- 3.1. The Contractor shall provide to the Department documentation that ensures each Contractor employee, who may have direct contact with clients under this agreement, has undergone a Criminal Background Check which demonstrates no convictions for the following crimes:
 - 3.1.1. A felony of any individual or neglect, spousal abuse, any crime against children, child pornography, rape, sexual assault, or homicide, but not including other physical assault or battery;
 - 3.1.2. A violent or sexually-related crime against a child or an adult which shows that the person might be reasonably expected to pose a threat to any individual;
 - 3.1.3. A felony for physical assault, battery, or a drug-related offense, and that felony conviction was committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
- 3.2. The Contractor shall provide the required documentation to the Department prior to any such Contractor employee commencing work, subject to Department approval.

MB



4. State Opioid Response (SOR) Grant Standards

- 4.1. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.
 - 4.1.1. If the Contractor is unable to offer services within the required timeframe, the Contractor shall submit an updated implementation plan to the Department for approval to outline anticipated service start dates.
 - 4.1.2. The Department reserves the right to terminate the contract and liquidate unspent funds if services are not in place within ninety (90) days of the contract effective date.
- 4.2. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 4.3. The Contractor shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.
- 4.4. The Contractor shall accept clients for MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 4.5. The Contractor shall coordinate with the NH Ryan White HIV/AIDS program for clients identified as at risk of or with HIV/AIDS.
- 4.6. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.



NARR
**National Association
of Recovery Residences**

Standard for Recovery Residences

*Version 1.0
September 2011*



Exhibit A-1

|  | | RECOVERY RESIDENCE LEVELS OF SUPPORT | | | |
|---|----------------|---|--|---|---|
| | | LEVEL I Peer-Run | LEVEL II Monitored | LEVEL III Supervised | LEVEL IV Service Provider |
| STANDARDS CRITERIA | ADMINISTRATION | Democratically run Manual or P&P | <ul style="list-style-type: none"> House manager or senior resident Policy and Procedures | <ul style="list-style-type: none"> Organizational hierarchy Administrative oversight for service providers Policy and Procedures Licensing varies from state to state | Overseen organizational hierarchy Clinical and administrative supervision Policy and Procedures Licensing varies from state to state |
| | SERVICES | Drug Screening House meetings Self help meetings encouraged | <ul style="list-style-type: none"> House rules provide structure Peer run groups Drug Screening House meetings Involvement in self help and/or treatment services | <ul style="list-style-type: none"> Life skill development emphasis Clinical services utilized in outside community Service hours provided in house | Clinical services and programming are provided in house Life skill development |
| | RESIDENCE | Generally single family residences | <ul style="list-style-type: none"> Primarily single family residences Possibly apartments or other dwelling types | <ul style="list-style-type: none"> Varies – all types of residential settings | All types – often a step down phase within care continuum of a treatment center May be a more institutional in environment |
| | STAFF | No paid positions within the residence Perhaps an overseeing officer | <ul style="list-style-type: none"> At least 1 compensated position | <ul style="list-style-type: none"> Facility manager Certified staff or case managers | Credentialed staff |

Contractor Initials 
 Date 3-15-2019

National Association of Recovery Residences Member Standards

| 1. Organizational/Administrative Standards | Level I | Level II | Level III | Level IV |
|--|--------------------|--------------------|-----------|----------|
| 1.1. Recovery Residences are legal business entities as evidenced by business licenses or incorporation documents; | Strongly Recommend | Strongly Recommend | X | X |
| 1.2. Recovery Residences have a written mission and vision statement; | X | X | X | X |
| 1.3. Recovery Residences have a written code of ethics; | X | X | X | X |
| 1.4. Recovery Residences property owners/operators carry general liability insurance; | Strongly Recommend | Strongly Recommend | X | X |
| 1.5. Recovery Residences comply with state and federal requirements. If required , documents such as licenses and certificates of occupancy are visible for public view; | X | X | X | X |
| 1.6. Recovery Residences clearly identify the responsible person(s) in charge of the Recovery Residence to all residents; | X | X | X | X |
| 1.7. Recovery Residences clearly state the minimum qualifications, duties, and responsibilities of the responsible person(s) in a written job description and/or contract; | n/a | n/a | X | X |
| 1.8. Recovery Residences provide drug and alcohol free environments; | X | X | X | X |
| 1.9. Recovery Residences collect and report accurate process and outcome data for continuous quality improvement; | Strongly Recommend | Strongly Recommend | X | X |
| 1.10. Recovery Residences have written permission from the owner of record to operate a Recovery Residence on their property; | X | X | X | x |
| 2. Fiscal Management Standards | Level I | Level II | Level III | Level IV |
| 2.1. Recovery Residences maintain an accounting system that fully documents all resident financial transactions such as fees, payments and deposits; | X | X | X | X |
| 3. Operation Standards | Level I | Level II | Level III | Level IV |
| 3.1. Recovery Residences post emergency procedures and staff phone number in conspicuous locations; | n/a | n/a | X | X |
| 3.2. Recovery Residences post emergency numbers, protocols and evacuation maps; | X | X | n/a | n/a |

National Association of Recovery Residences Member Standards

| 4. Recovery Support Standards | Level I | Level II | Level III | Level IV |
|---|---------------|---------------|-----------|----------|
| 4.1. Recovery Residences maintain a staffing plan; | If Applicable | If Applicable | X | X |
| 4.2. Recovery Residences use an applicant screening process that helps maintain a safe and supportive environment for a specific group of persons in recovery; | X | X | X | X |
| 4.3. Recovery Residences adhere to applicable confidentiality laws; | X | X | X | X |
| 4.4. Recovery Residences keep resident records secure with access limited to authorized staff only; | X | X | X | X |
| 4.5. Recovery Residences have a grievance policy and procedure for residents; | X | X | X | X |
| 4.6. Recovery Residences create a safe, structured, and recovery supportive environment through written and enforced residents' rights and requirements; | X | X | X | X |
| 4.7. Recovery Residences have an orientation process that clearly communicates residents' rights and requirements prior to them signing any agreements; collects demographic and emergency contact information and provides new residents with written instructions on emergency procedures and staff contact information; | X | X | X | X |
| 4.8. Recovery Residences foster mutually supportive and recovery-oriented relationships between residents and/or staff through peer-based interactions, house meetings, community gatherings, recreational events, and/or other social activities; | X | X | X | X |
| 4.9. Recovery Residences foster recovery-supportive, alcohol and drug-free environments through written and enforced policies and procedures that address: residents who return to alcohol and/or drug use; hazardous item searches; drug-screening and or toxicology protocols; and prescription and non-prescription medications usage and storage; | X | X | X | X |
| 4.10. Recovery Residences encourage each resident to develop and participate in their own personalized recovery plan; | X | X | X | X |
| 4.11. Recovery Residences inform residents on the wide range of local treatment and recovery support services available to them including: 12 step or other mutual support groups, recover community centers, recovery ministries, recovery-focused leisure activities and recovery advocacy opportunities; | X | X | X | X |

National Association of Recovery Residences Member Standards

| 4. Recovery Support Standards (Cont.) | Level I | Level II | Level III | Level IV |
|--|---------|----------|-----------|----------|
| 4.12. Recovery Residences provide nonclinical, recovery support and related services; | X | X | X | X |
| 4.13. Recovery Residences encourage residents to attend mutually supportive, self help groups and/or outside professional services; | X | X | X | X |
| 4.14. Recovery Residences provide access to scheduled and structured peer-based services such as didactic presentations; | n/a | n/a | X | X |
| 4.15. Recovery Residences provide access to 3rd party clinical services in accordance to State laws; | n/a | n/a | X | X |
| 4.16. Recovery Residences offer life skills development services; | n/a | n/a | X | X |
| 4.17. Recovery Residences offer clinical services in accordance to State laws; | n/a | n/a | n/a | X |
| 5. Property Standards | Level I | Level II | Level III | Level IV |
| 5.1. Recovery Residences abide by all local building and fire safety codes; | X | X | X | X |
| 5.2. Recovery Residences provide each residents with food and personal item storage; | X | X | X | X |
| 5.3. Recovery Residences place functioning fire extinguishers in plain sight and/or in clearly marked locations ; | X | X | X | X |
| 5.4. Recovery Residences have functioning smoke detectors installed. If the residence has gas appliances, functioning carbon monoxide detectors are installed; | X | X | X | X |
| 5.5. Recovery Residences provide a non smoking internal living environment; | X | X | X | X |
| 5.6. Recovery Residences have a community room large enough to accommodate house meetings and sleeping rooms that adhere to local and state square footage requirements; | X | X | X | X |
| 5.7. Recovery Residences have one sink, toilet and shower per six residents or adhere to local and state requirements; | X | X | X | X |
| 5.8. Recovery Residences have laundry services that are accessible to all residents; | X | X | X | X |

National Association of Recovery Residences Member Standards

| 5. Property Standards (Cont.) | Level I | Level II | Level III | Level IV |
|---|--------------------|--------------------|-----------|----------|
| 5.9. Recovery Residences maintain the interior and exterior of the property in a functional, safe and clean manor that is compatible with the neighborhood; | X | X | X | X |
| 5.10. Recovery Residences have meeting spaces that accommodate all residents; | X | X | X | X |
| 5.11. Recovery Residences have appliances that are in working order and furniture that is in good condition; | X | X | X | X |
| 5.12. Recovery Residences address routine and emergency repairs in a timely fashion; | X | X | X | X |
| 6. Good Neighbor Standards | Level I | Level II | Level III | Level IV |
| 6.1. Recovery Residences provide neighbors with the responsible person(s) contact information upon request. The responsible person(s) responds to neighbor's complaints, even if it is not possible to resolve the issue; | X | X | X | X |
| 6.2. Recovery Residences have rules regarding noise, smoking, loitering and parking that are responsive to neighbor's reasonable complaints; | Strongly Recommend | Strongly Recommend | X | X |
| 6.3. Recovery Residences have and enforce parking courtesy rules where street parking is scarce; | X | X | X | X |



Exhibit B

Method and Conditions Precedent to Payment

- 1) The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This Agreement is funded with funds from the Substance Abuse and Mental Health Services Administration, State Opioid Response Grant, CFDA #93.788, FAIN TI081685.
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
- 2) Payment for said services shall be made monthly as follows:
 - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item.
 - 2.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. The Contractor will keep detailed records of their activities related to DHHS-funded programs and services.
 - 2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Melissa.Girard@dhhs.nh.gov, or invoices may be mailed to:

Melissa Girard, SOR Finance Manager
Department of Health and Human Services
BDAS, State Opioid Response
129 Pleasant Street, 3rd Floor
Concord, NH 03301
 - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
- 3) Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Handwritten initials "AB" in black ink.

Exhibit B-1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Families in Transition - New Horizons / The Willows Recovery Housing Program

Budget Request for: RFA-2019-BDAS-02-RECOV
(Name of RFA)

Budget Period: April 1, 2019 to June 30, 2019 (SFY 2019)

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHHHS contract share | | |
|--|--------------------|----------------|--------------|--------------------------|----------------|-------|--------------------------------|----------------|--------------|
| | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total |
| 1. Total Salary/Wages | \$ 14,000.00 | \$ - | \$ 14,000.00 | \$ - | \$ - | \$ - | \$ 14,000.00 | \$ - | \$ 14,000.00 |
| 2. Employee Benefits | \$ 2,800.00 | \$ - | \$ 2,800.00 | \$ - | \$ - | \$ - | \$ 2,800.00 | \$ - | \$ 2,800.00 |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. Travel | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 15,832.50 | \$ - | \$ 15,832.50 |
| 7. Occupancy | \$ 15,832.50 | \$ - | \$ 15,832.50 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontract/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 32,632.50 | \$ - | \$ 32,632.50 | \$ - | \$ - | \$ - | \$ 32,632.50 | \$ - | \$ 32,632.50 |

Indirect As A Percent of Direct

0.0%

Exhibit B-2

New Hampshire Department of Health and Human Services

Bidder/Program Name: Families in Transition - New Horizons / The Willows Recovery Housing Program

Budget Request for: RFA-2019-BDAS-02-RECOV
(Name of RFP)

Budget Period: July 1, 2019 to June 30, 2020

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHHS contract share | | |
|--|----------------------|----------------|----------------------|--------------------------|----------------|-------------|-------------------------------|----------------|----------------------|
| | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total |
| 1. Total Salary/Wages | \$ 58,000.00 | \$ - | \$ 58,000.00 | | | \$ - | \$ 58,000.00 | \$ - | \$ 58,000.00 |
| 2. Employee Benefits | \$ 11,200.00 | \$ - | \$ 11,200.00 | | | \$ - | \$ 11,200.00 | \$ - | \$ 11,200.00 |
| 3. Consultants | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| Office | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| 6. Travel | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| 7. Occupancy | \$ 63,330.00 | \$ - | \$ 63,330.00 | | | \$ - | \$ 63,330.00 | \$ - | \$ 63,330.00 |
| 8. Current Expenses | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| 10. Networking/Communications | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory) | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 130,530.00 | \$ - | \$ 130,530.00 | \$ - | \$ - | \$ - | \$ 130,530.00 | \$ - | \$ 130,530.00 |

Indirect As A Percent of Direct

0.0%

Exhibit B-3

New Hampshire Department of Health and Human Services

Bidder/Program Name: Families in Transition - New Horizons / The Willows Recovery Housing Program

Budget Request for: RFA-2019-BDAS-02-RECOV
(None of RFP)

Budget Period: July 1, 2020 to September 29, 2020

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHS contract share | | |
|--|--------------------|----------------|--------------|--------------------------|----------------|-------|------------------------------|----------------|--------------|
| | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total | Direct Incremental | Indirect Fixed | Total |
| 1. Total Salary/Wages | \$ 14,000.00 | \$ - | \$ 14,000.00 | | | \$ - | \$ 14,000.00 | \$ - | \$ 14,000.00 |
| 2. Employee Benefits | \$ 2,800.00 | \$ - | \$ 2,800.00 | | | \$ - | \$ 2,800.00 | \$ - | \$ 2,800.00 |
| 3. Consultants | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| Office | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| 6. Travel | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| 7. Occupancy | \$ 16,832.60 | \$ - | \$ 16,832.60 | | | \$ - | \$ 16,832.60 | \$ - | \$ 16,832.60 |
| 8. Current Expenses | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory) | \$ - | \$ - | \$ - | | | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 32,632.60 | \$ - | \$ 32,632.60 | \$ - | \$ - | \$ - | \$ 32,632.60 | \$ - | \$ 32,632.60 |

Indirect As A Percent of Direct

0.0%



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

NAB



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. Contract Definitions:

- 20.1. **COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. **UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. **Renewal:**
The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

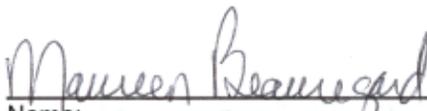
Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name: FIT-NHNN, Inc.

March 15, 2019

Date


Name: Maureen Beauregard
Title: President



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

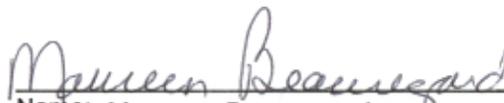
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: FIT-NHNN, Inc.

March 15, 2019
Date


Name: Maureen Beauregard
Title: President



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: FIT-NHNN, Inc.

March 15, 2019

Date

Name: Maureen Beauregard
Title: President



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Handwritten initials "MB" in black ink, positioned above a horizontal line.

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: FIT-NHNN, Inc.

March 15, 2019

Date

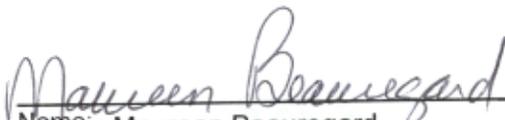

Name: Maureen Beauregard
Title: President

Exhibit G

Contractor Initials 

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: FIT-NHNNH, Inc.

March 15, 2019

Date

A handwritten signature in cursive script that reads "Maureen Beauregard".

Name: Maureen Beauregard
Title: President



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

ASB



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State

Katja S Fox
Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

4/29/19
Date

FIT-NH, Inc.
Name of the Contractor

Maureen Beauregard
Signature of Authorized Representative

Maureen Beauregard
Name of Authorized Representative

President
Title of Authorized Representative

March 15, 2019
Date

Contractor Initials MB

Date 3-15-2019



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: FIT-NHNN, Inc.

March 15, 2019

Date

Name: Maureen Beauregard

Title: President



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 825360399
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |



DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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DHHS Information Security Requirements

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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Exhibit K

DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



Exhibit K

DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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Exhibit K

DHHS Information Security Requirements

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



-
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FIT/NHNNH, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 13, 1994. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 207982

Certificate Number: 0004088815



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of April A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Filing History

 [Back to Home \(/online\)](#)

| | |
|----------------------|--------------------|
| Business Name | Business ID |
| FIT/NHNNH, INC | 207982 |

| Filing# | Filing Date | Effective Date | Filing Type | Annual Report Year |
|------------|-------------|----------------|------------------------------|--------------------|
| 0003686428 | 12/26/2017 | 01/01/2018 | Amendment | N/A |
| 0003686425 | 12/26/2017 | 01/01/2018 | Merger | N/A |
| 0003122218 | 05/15/2015 | 05/15/2015 | Nonprofit Report | 2015 |
| 0000860498 | 10/14/2010 | 10/14/2010 | Annual Report | 2010 |
| 0000860497 | 10/08/2010 | 10/08/2010 | Reminder Letter | N/A |
| 0000860496 | 03/17/2005 | 03/17/2005 | Annual Report | 2005 |
| 0000860495 | 03/30/2001 | 03/30/2001 | Reinstatement | N/A |
| 0000860494 | 02/01/2001 | 02/01/2001 | Admin Dissolution/Suspension | N/A |
| 0000860493 | 06/01/1995 | 06/01/1995 | Annual Report | 1995 |
| 0003676170 | 05/13/1994 | 05/13/1994 | Business Formation | N/A |

Page 1 of 1, records 1 to 10 of 10

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NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us \(/online/Home/ContactUS\)](#)

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CERTIFICATE OF VOTE

I, Charla Stevens, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of FIT-NHH, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on March 15, 2019:
(Date)

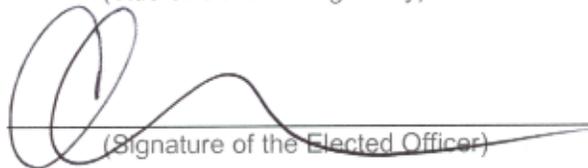
RESOLVED: That the President
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 15 day of March, 2019.
(Date Contract Signed)

4. Maureen Beauregard is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.


(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 15 day of March, 2019.

By Charla Stevens
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

LORI K. SULLIVAN, Notary Public
My Commission Expires March 13, 2020

Commission Expires: _____



FAMIINT-01

DBEAUDOIN

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 2/7/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | | | | | | | | | | | | |
|---|--|-------------------------------|--------|---|--------------|---|--|-------------|--|-------------|--|-------------|--|-------------|--|
| PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301 | CONTACT NAME: PHONE (A/C, No, Ext): (603) 225-6611 FAX (A/C, No): (603) 225-7935 E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : Philadelphia Insurance Company</td> <td style="border: none;">23850</td> </tr> <tr> <td style="border: none;">INSURER B : Granite State Health Care & Human Services Self Insured Group</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Philadelphia Insurance Company | 23850 | INSURER B : Granite State Health Care & Human Services Self Insured Group | | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Philadelphia Insurance Company | 23850 | | | | | | | | | | | | | | |
| INSURER B : Granite State Health Care & Human Services Self Insured Group | | | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |
| INSURED FIT/NHHH, Inc. 122 Market St Manchester, NH 03101 | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|-----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER | | | PHPK1923495 | 1/1/2019 | 1/1/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | PHPK1923501 | 1/1/2019 | 1/1/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | PHUB659752 | 1/1/2019 | 1/1/2020 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$ 5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below | | | HCHS20190000102 | 2/1/2019 | 2/1/2020 | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Professional Liab | | | PHPK1923495 | 1/1/2019 | 1/1/2020 | See Below |
| B | Worker's Compensatio | | | HCHS20190000102 | 2/1/2019 | 2/1/2020 | Excess 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability Limits
 \$1,000,000 each incident/\$3,000,000 aggregate

Workers Compensation Information
 3A State: NH
CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|---|
| State of NH, DHHS 129 Pleasant Street Concord, NH 03301 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|---|

Our Mission

The mission of FIT/NHNNH is to provide hunger relief, emergency shelter, safe affordable housing, and supportive services to individuals and families who are homeless or in need, enabling them to gain self-sufficiency and respect.

**Families in Transition/New Horizons New Hampshire
Board of Directors**

Board of Directors

David Cassidy, Co-Chairperson

*Senior Vice President, Eastern Bank
Board member since 2018*

Charla Bizios Stevens, Co -Chairperson

*Director, Litigation Department and Chair of Employment Law Practice Group
McLane Middleton, Professional Association Esquire
Board member since 2018*

Colleen Cone, Vice Chairperson

*Sr. Director Employee Relations Greater Boston Area, Comcast
Board member since 2018*

Robert Bartley, Treasurer

*President, CPA, CFP, Bartley Financial Advisor
Board member since 2018*

Frank Saglio, Asst. Treasurer

*Howe, Riley & Howe, PLLC.
Board member since 2018*

Kristi Scarpone, Secretary

*First, Corporate and Foundation Relations
Board member since 2018*

Roy Tilsley, At Large

*Bernstein Shur, Shareholder
Board member since 2018*

Scott W. Ellison, At Large

*COOK, LITTLE, ROSENBLATT & MANSON, PLLC, Partner
Board member since 2018*

Dick Anagnost, Prior Co-Chairperson

*President, Anagnost Companies
Board member since 2018*

Alison Hutcheson

Merchants Fleet Management, Associate Director of Sales Administration

Board member since 2018

AnnMarie French

Executive Director, NH Fiscal Policy Institute

Board member since 2018

Brian Hansen

Team Engineering, Project Manager

Board member since 2018

Brian Mikol

Spectrum Marketing, Co-Owner

Board member since 2018

Heather Whitfield

Vice President, Commercial Lending, People's United Bank

Board member since 2018

Jack Olson

Retired

Board member since 2018

Kitten Stearns

Realtor, Coldwell Banker Residential Brokerage

Board member since 2018

Mary Ann Aldrich

Retired

Board member since 2018

Peter Telge

Owner, Stark Brewing Company

Board member since 2018

Roy Ballentine

Executive Chairman, Ballentine Partners, LLC

Board member since 2019

Ryan Mulholland

Westbridge

Board member since 2018

Sarah Jacobs

Manchester School District Coordinator

Board member since 2018

Sean Leighton

Captain – Investigative Division Commander, City of Manchester Police Department
Board member since 2019

Wayne McCormick, CFP

Steward Partners Managing Director Wealth Manager
Board member since 2018

Maureen Ann Beauregard

Professional Experience

November 1991 to Present: Families in Transition, 122 Market Street, Manchester, NH 03101.

1995-Present. President, Families in Transition. Developed a Board of Directors and established Families in Transition as a private nonprofit agency in 1995. Responsible for grant writing, fundraising, facility development, oversight of agency personnel, program development, day to day operations, reporting to state and federal agencies and public relations.

- 2003 to Present: Development and Implementation of 33 units permanent affordable housing in Manchester.
- 2001-2003: Development of Families in Transition – Concord, 16 units of affordable housing with 6 designated for homeless women with a disability and 10 designated for transitional housing for homeless women and their children.
- 2001 to Present: Development of Families in Transition's social entrepreneurship, Family OutFITters thrift store and Employment Training Program.
- 1998 – 2001: Development of Millyard II Transitional Housing Program with 19 apartments and 1 interim unit for 3 families.
- 1995 – 1997: Development of Millyard I Transitional Housing Program with 12 apartments for homeless women with children.
- 1994 – 1995: Development of steering committee to form the Board of Directors for Families in Transition and Families in Transition becomes and independent 501 © (3)

1991- 1994 New Hampshire Community Loan Fund. Program Director. Designed and implemented transitional housing programs for the homeless women with and without children.

- 1993 – 1994: Development and implementation of Community Program providing supportive services to 14 homeless women and their children and assisting them in attaining and maintaining housing.
- 1992 – 1993: Development and implementation of Amherst Street Transitional Housing Program for 9 homeless single women.
- 1991 – 1992: Development and implementation of Spruce Street Transitional Housing Program for 5 homeless women and their children.

November 1989-March 1991: Child Protective Service Worker II for the Division for Children and Youth Services, 30 Maplewood Avenue, Portsmouth, NH. Advocated for abused and neglected children in court, established support network (fostercare, visitation, and counseling) to help in the abuse/neglect recovery process.

November 1988-November 1989: Substance Abuse Counselor for Team Coordinating Agency, Phoenix East, Haverhill, MA. Counseled clients, aided and found resources (AA/NA meetings, employment, education, and counseling) for residents in halfway house for alcoholic/addicts, age 16-25. Conducted weekly support group.

Education

Bachelor of Science degree from the University of New Hampshire, College of Life Science and Agriculture. Area of study: Family Studies.

Professional Affiliations and Honors

- **1998 to 2004** – Northern New England Housing Investment Fund. Member of Board of Directors.
- **1998 to 2004** – Northern New England Equity Fund. Member Board of Directors and Investment Committee
- **2004:** New Hampshire Business Review, Business Excellence Awards 2004, Maureen Beauregard for Excellence in Non-Profit
- **2004:** The Walter J. Dunfey Awards for Excellence in Management awarded to Families in Transition
- **2003:** YWCA Susan B. Anthony Award, Woman of the Year
- **2003:** New Hampshire Housing Finance Authority Annual Conference: Maureen Beauregard and Families in Transition recognized as Best Practice for Development of Affordable Housing in New Hampshire.
- **2002:** Great Bay Foundation: \$150,000 grant award for the development and implementation of social entrepreneurship, Family OutFITters.
- **2002:** Citizens Bank and WMUR Channel – 9, 2003 Community Champions Award for Homelessness for New Hampshire
- **2001:** Manchester Continuum of Care Narrative submission to the U.S. Dept. of Housing & Urban Development, SuperNOFA: 1 of top 10 narratives in the country.
- **2003 to Present:** YMCA Diversity Committee
- **2003 to Present:** Intown Manchester, Economic Development Committee, Trustee
- **2003:** The Sharing Foundation, Caring for Cambodia's Children Parent Advisory Council
- **2003 to Present:** New Hampshire Interagency Council on Homelessness, member appointed by Governor Benson
- **2002 to Present:** Policy Academy for the Chronically Homeless, member
- **2002 to Present:** Great Bay Foundation, Work Group consisting of 5 leading initiatives, member
- **2001 to Present:** Manchester Task Force on Housing, member appointed by Mayor
- **1999 to Present:** Northern New England Housing Investment Fund, Investment Committee, Trustee
- **1998 to Present:** Manchester Continuum of Care, Chairperson in 1998, 2003, founding member

Stephanie Allain Savard, MSW, LICSW

Education:

- Masters in Social Work, Boston University, 1996.
- Bachelor of Arts – Honors in Psychology, Keene State College, 1992.
- Associate of Science in Chemical Dependency, Keene State College, 1992.

Licensure and Certification:

- New Hampshire Licensed Independent Clinical Social Worker, #941, April, 2000 - Present.
- Boston University Trauma Certificate Program, 2006.
- Low Income Housing Tax Credit Certified Credit Compliance Professional (C3P), 2000.

Awards & Honors:

- New Futures Thomas Fox Memorial Treatment Scholarship – Recognized for Treatment Work in Substance Use Field, 2013.
- Greater Manchester Chamber of Commerce “Leadership Greater Manchester Program,” Class of 2011.
- Union Leader and Business Industry Association “40 Under 40” Leaders of New Hampshire, Class of 2004.
- NH Homeless Service Providers Award, NH Department of Health & Human Services, Office of Homeless & Housing Services, 2003.

Professional Experience:

Chief Operating Officer, Families in Transition, Manchester, NH, December 1996 – Present.

- Oversight of agency operations to ensure seamless systems, fiscal responsibility, quality control and best practices across departments. Provide oversight of development and revision of, adherence to agency policy and procedures.
- Oversee and manage supportive services department with up to 25 staff providing housing (emergency, transitional and permanent) and supportive services with capacity to serve 200 homeless individual and families. Supportive services encompass individual case management, therapy, psycho-educational workshops, pro-social family activities and crisis intervention.
- Collaborate with Board of Directors and Management Team in non-profit development and program growth. Develop and provide clinical oversight of a specialized gender-specific intensive outpatient substance use treatment program specializing in co-occurring disorders, with a focus on trauma histories. Program recognized as the Treatment Provider of the Year by the NH Alcohol and Other Drug Providers Association, 2013.
- Develop and provide clinical oversight of an innovative therapeutic pre-school program for children and families who are homeless with strength-based and family-focused services.
- Provide clinical and administrative supervision for clinical program managers. Oversee a 24-hour crisis line.
- Collaborate with senior management staff in daily operations of Families in Transition, including financial decisions, program and housing development and human resources. Assume responsibilities and decision-making for agency in the absence of the President. Collaborate with President, Board of Directors and management team on strategic planning and implementation for the agency.
- Served on Families in Transition Board of Directors Programs Committee and the primary liaison to Committee chair for agency.

Family Service Worker/Counselor, NFI Midway Residential Shelter, Manchester, NH, 1993 – 1996.

- Provided support and treatment planning with families of children in judicial system. Conducted family assessments and counseling during stay at short-term residential facility.
- Supervised 15 adolescent males utilizing behavior management and normative culture techniques.
- Managed all shifts; development and facilitation of summer activity program.

Clinical Social Worker Intern, CASPAR Emergency Service Center, Cambridge, MA, 1995-1996.

- Assisted in providing treatment services to transitional living program provided within emergency housing program for single adults.
- Completed assessments and provided individual and group therapy to adults who were homeless in early recovery from substance use. Provided case management for substance use, HIV/AIDS and housing needs.

Clinical Social Worker Intern, WorkSource of Work, Inc., Quincy, MA, 1994-1995.

- Provided case management, counseling and crisis intervention to people with chronic mental health disorders.

VISTA Volunteer, Center for Human Services, Seattle, WA, Aug. 1992- Aug. 1993.

- Developed and supervised volunteer program, assisted in agency fundraising and grant writing; designed marketing materials; assisted in coordinating Board of Directors and chaired Board committees.

Professional Expertise and Trainer Experience:

- Brazelton Touchpoints Community Trainer, New Hampshire's Brazelton Touchpoints Site with Families in Transition, 2011 – present.
- "Avoiding Third Degree Burns: A Professional First Aid Kit for Preventing Burnout" Conference Workshop, New Hampshire Division of Children, Youth and Families State-wide Conference, 2014; State of NH Bureau of Housing and Homelessness NH Homeless Provider Conference, 2013; Families in Transition Clinical Department, 2011.
- "Raising Voices: Strategies for Engaging Homeless & Formerly Homeless People in Local and National Advocacy Efforts" Conference Workshop, Institute for Children, Poverty and Homelessness, Beyond Housing: A National Conversation on Child Homelessness and Poverty Conference, NYC, 2014.
- "Dealing with Difficult Conversations" Training, Families in Transition VISTA Program, 2011-2013; Leadership Staff, 2012.
- "Direct Service Training for Volunteers", Families in Transition, 2013.
- "Understanding Homelessness & Poverty" Presentation, St. Anselm's College – Sociology Department, 2011 & 2012.
- "Ethics in Professional Practice" Presentation, Families in Transition, 2009.
- "Relational-Cultural Model with the People Experiencing Homelessness" Conference Workshop, State of NH Bureau of Housing and Homelessness – NH Homeless Providers Conference, 2002.
- Confident public speaker and community collaborator through active participation in multiple community groups, coalitions and associations.

Service in Professional Societies, Government and Local Organizations:

- Appointed Member, NH Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery, March 2010 – Present.
- Chair and member, Governor's Commission on Alcohol and Drug Abuse Treatment Taskforce, 2009 – Present.
- Board of Directors Member, National Association of Social Workers –NH Chapter, 2004-2008
 - Vice-President 2006 – 2008
 - Executive Council Member at Large 2004-2005
 - Member 1996-Present.
- Member, Lazarus House Transitional Housing Advisory Council, Lawrence, MA, 2004-2008.
- Board of Directors Member, NH Coalition to End Homelessness, 2000- 2002.
- Member, Manchester Continuum of Care, 2000-2007;
 - Chair – 2000-2001;
 - Community Awareness Committee Chair, 2003-2004 & 2006-2007.

KELLY PAQUETTE

PROFESSIONAL PROFILE

Motivated, personable professional with a successful track record of developing, managing and directing programs and services. Diplomatic and tactful with professionals and nonprofessionals at all levels. Accustomed to handling sensitive, confidential information. Demonstrated history of producing accurate, timely reports meeting stringent state and federal guidelines.

Flexible and versatile -- able to maintain a sense of humor under pressure. Poised and competent with demonstrated ability to easily transcend cultural differences. Thrive in deadline-driven environments. Excellent team-building skills.

SKILLS SUMMARY

- Results-driven achiever with exemplary planning and organizational skills, along with a high degree of detail orientation.
- Innovative problem-solver who can generate workable solutions and implement effective solutions.
- Resourceful team player who excels at building trusting relationships with customers and colleagues.
- Collaborative team member who can effectively manage and communicate with multiple management and employee levels.
- Flexible team player who thrives in environments requiring ability to effectively prioritize and juggle multiple concurrent projects.
- Goal-driven leader who maintains a productive climate and confidently motivates, mobilizes, and coaches employees to meet high performance standards.

PROFESSIONAL EXPERIENCE

Communication

- Prepare complex reports for internal and external partners, ensuring full compliance with agency, state and federal requirements and tight deadlines.
- Develop new services to meet customer needs, regional resource needs and improvement in service quality.
- Expand and maintain positive partnerships with the business community and current and potential program funders.
- Coordinate services with internal and external partners, service providers and community organizations.

Financial Management

- Contribute to budgeting process by planning, implementing and meeting or exceeding annual financial goals.
- Produces accurate and timely reports, billing and other documentation.
- Contributes in policy creation and implementation with funders and internal partners for multiple programs.
- Review federal guidance related to grant funded workforce programs and summarizes it, analyzes it and disseminates it to other interested parties.

Detail Mastery & Organization

- Manage all aspects of day-to-day operations of multiple programs.
- Manage facility logistics/maintenance of building.
- Compliance with all safety requirement.

EMPLOYMENT HISTORY

FAMILIES IN TRANSITION - Manchester, NH

Senior Manager of Housing Programs, October, 2016 - Present

GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND - Concord, NH

Senior Program Manager/Community Outreach Coordinator, 2010- October, 2016

EVERYDAY ERRANDS - Concord, NH

Owner/Operator, 2008-2010

NEW HAMPSHIRE WOMEN'S POLICY INSTITUTE - Concord, NH

WOMEN'S FUND OF NEW HAMPSHIRE - Concord, NH

LEADERSHIP NEW HAMPSHIRE- Concord, NH

Office Manager/Program Assistant, 2008-2010

ORR & RENO, PA - Concord, NH

Legal Assistant/Paralegal, 2000-2002

NELSON, KINDER, MOSSEAU & SATURLEY - Manchester, NH

Legal Assistant, 1998-2000

EDUCATION

FRANKLIN PIERCE COLLEGE -- Concord, NH

Certificate in Paralegal Studies, 1999

FRANKLIN PIERCE COLLEGE -- Concord, NH

B.S., Business Management, 1993

COMPUTER SKILLS

Strong computer skills with proficiency in Outlook, Word, Excel, PowerPoint.

CONTRACTOR NAME

Key Personnel

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|--------------------|-----------------|---------|---------------------------|--------------------------------|
| Maureen Beauregard | President | 153,700 | 0% | - |
| Stephanie Savard | COO | 98,945 | 0% | - |
| Kelly Paquette | Program Manager | 68,000 | 25% | 17,000 |
| | | | | |
| | | | | |

Subject: RFA-2019-BDAS-02-RECOV-04/Recovery Housing for Individuals with OUD

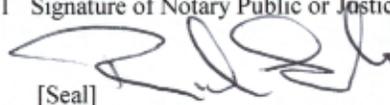
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|--|---|-----------------------------------|
| 1.1 State Agency Name NH Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name Hope on Haven Hill | | 1.4 Contractor Address 326 Rochester Hill Road Rochester, NH 03867 | |
| 1.5 Contractor Phone Number 603-851-5353 | 1.6 Account Number 05-095-092-920510-7040-0000-102-500731 | 1.7 Completion Date September 29, 2020 | 1.8 Price Limitation \$200,300 |
| 1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement | | 1.10 State Agency Telephone Number 603-271-9631 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Sharon Drake, Executive Director | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>3/7/19</u> , before the undersigned, I personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace  | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Katja S Fox, Director | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/24/2019</u> | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____ | | | |

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.
- 1.4. The Contractor shall provide one (1) Recovery Residence for individuals with Opioid Use Disorder (OUD) who are in need of housing in a supported, safe, recovery housing environment in compliance with the appropriate NARR standard.

2. Scope of Services

- 2.1. The Contractor shall provide a physical recovery housing facility to include, but is not limited to:
 - 2.1.1. Assistance to individuals to transition to independent living.
 - 2.1.2. Safe, stable and sober environment.
 - 2.1.3. Meeting state and/or local occupancy requirements.
- 2.2. The Contractor shall meet the needs of applicants/residents requiring Americans with Disabilities Act (ADA) accommodations. Additionally, the Contractor shall:
 - 2.2.1. Provide documentation and maintain the property is in compliance with local health and safety codes.
 - 2.2.2. Ensure the residence meets all Life and Safety codes, as required.
 - 2.2.3. Ensure that all house managers and/or staff are trained to deliver Naloxone in the case of an overdose.
 - 2.2.4. Meet all information security and privacy requirements as set by the Department.



Exhibit A

2.3. The Contractor shall ensure Naloxone is available and accessible in the residence.

2.4. Organizational/Administrative Standards

2.4.1. The Contractor shall have a written mission and vision statement.

2.4.2. The Contractor shall have a written code of ethics for the Recovery Residence.

2.4.3. The Contractor shall comply with state and federal requirements. If required, documents such as licenses and certificates of occupancy must be visible for public view.

2.4.4. The Contractor shall clearly identify the responsible person(s) responsible for the Recovery Residence to all residents.

2.4.5. The Contractor shall ensure the living environment is free from drugs and alcohol, in accordance with written policies and procedures.

2.4.6. The Contractor shall provide proof of written permission to operate a Recovery Residence on the property from the land owner/landlord, if applicable.

2.5. Fiscal Management Standards

2.5.1. The Contractor shall keep accurate records and must have the ability to provide residents with statements upon request. The records and/or statements shall include, but are not limited to:

2.5.1.1. Complete records of charges.

2.5.1.2. Payments.

2.5.1.3. Deposits.

2.6. Operation Standards

2.6.1. The Contractor shall ensure emergency numbers, protocols and evacuation maps are established and easily accessed.

2.7. Recovery Support Standards

2.7.1. The Contractor shall maintain a staffing plan, in accordance with NARR Standards.

2.7.2. The Contractor shall implement an applicant screening process that will maintain a safe and supportive environment for all individuals in recovery.

2.7.3. The Contractor shall ensure confidentiality laws are adhered to.

2.7.4. The Contractor shall keep resident's records secure from unauthorized access.



Exhibit A

- 2.7.5. The Contractor shall establish and administer a grievance policy and procedure, as provided to each resident prior to enrollment.
- 2.7.6. The Contractor shall provide a safe, structured and recovery supportive environment through established and written residents' rights and requirements.
- 2.7.7. The Contractor shall establish an intake/assessment protocol for accepting new clients.
- 2.7.8. The Contractor shall establish an orientation process that will ensure all fees and charges residents incur are presented to applicants prior to residency. The Contractor shall ensure policies are presented to potential applicants in writing and are verbally explained in a simple and easy manner conducive to the individual's understanding.
- 2.7.9. The Contractor shall provide a mutually supportive and recovery-oriented relationships between residents and/or staff through:
 - 2.7.9.1. Peer-based interactions;
 - 2.7.9.2. House meetings;
 - 2.7.9.3. Community gatherings;
 - 2.7.9.4. Recreational events; and/or
 - 2.7.9.5. Other social activities.
- 2.7.10. The Contractor shall adopt recovery-supportive, alcohol and drug-free environments through written and enforced policies and procedures that address the following:
 - 2.7.10.1. Residents that return to alcohol and/or drug use;
 - 2.7.10.2. Hazardous item searches;
 - 2.7.10.3. Drug-screening and or toxicology protocols; and
 - 2.7.10.4. Prescription and non-prescription medication usage; and
 - 2.7.10.5. Prescription and non-prescription storage.
- 2.7.11. The Contractor shall work with residents to develop and participate in an individualized recovery plan.
- 2.7.12. The Contractor shall inform residents on the wide range of local treatment and recovery support services available to them.
- 2.7.13. The Contractor shall provide nonclinical, recovery support and related services.



Exhibit A

2.7.14. The Contractor shall encourage residents to attend supportive, self-help groups and/or outside professional services.

2.8. Property Standards

- 2.8.1. The Contractor shall ensure the residence meets all life, safety, health and building codes.
- 2.8.2. The Contractor shall provide residents with storage for food and personal items.
- 2.8.3. The Contractor shall provide fully-functioning fire extinguishers in plain sight and/or clearly marked locations.
- 2.8.4. The Contractor shall install operational smoke detectors.
- 2.8.5. The Contractor shall install operational carbon monoxide detectors if gas appliances are present.
- 2.8.6. The Contractor shall ensure a smoke/tobacco-free internal living environment.
- 2.8.7. The Contractor shall provide a large community room that will accommodate house meetings.
- 2.8.8. The Contractor shall provide sleeping quarters that adhere to local and state square footage requirements.
- 2.8.9. The Contractor shall provide lavatory facilities that adhere to local and state requirements if applicable. If there are no requirements, selected vendor(s) shall provide one (1) sink, one (1) toilet and one (1) shower per six (6) residents.
- 2.8.10. The Contractor shall provide on-site laundry services.
- 2.8.11. The Contractor shall maintain the interior and exterior of the residence in a functional, safe, and clean manner.
- 2.8.12. The Contractor shall provide spaces to hold individual meetings accessible to each resident, as scheduled by the Contractor.
- 2.8.13. The Contractor shall provide appliances in a good and working condition.
- 2.8.14. The Contractor shall provide furniture in good condition.
- 2.8.15. The Contractor shall provide routine and emergency repairs to all aspects of the residence.

2.9. Good Neighbor Standards

2.9.1. The Contractor shall provide the residence's responsible parties' information to neighbors upon request. The Contractor shall ensure the responsible party responds to neighbor's complaints.



Exhibit A

2.9.2. The Contractor shall establish and enforce parking rules when warranted.

3. State Opioid Response (SOR) Grant Standards

- 3.1. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.
 - 3.1.1. If the Contractor is unable to offer services within the required timeframe, the Contractor shall submit an updated implementation plan to the Department for approval to outline anticipated service start dates.
 - 3.1.2. The Department reserves the right to terminate the contract and liquidate unspent funds if services are not in place within ninety (90) days of the contract effective date.
- 3.2. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.
- 3.3. The Contractor shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.
- 3.4. The Contractor shall accept clients for MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.
- 3.5. The Contractor shall coordinate with the NH Ryan White HIV/AIDS program for clients identified as at risk of or with HIV/AIDS.
- 3.6. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.



National Association of Recovery Residences

Standard for Recovery Residences

Version 1.0
September 2011



Exhibit A-1

|  | | RECOVERY RESIDENCE LEVELS OF SUPPORT | | | |
|---|----------------|---|--|---|---|
| | | LEVEL I Peer-Run | LEVEL II Monitored | LEVEL III Supervised | LEVEL IV Service Provider |
| STANDARDS CRITERIA | ADMINISTRATION | Democratically run Manual or P&P | <ul style="list-style-type: none"> House manager or senior resident Policy and Procedures | <ul style="list-style-type: none"> Organizational hierarchy Administrative oversight for service providers Policy and Procedures Licensing varies from state to state | Overseen organizational hierarchy Clinical and administrative supervision Policy and Procedures Licensing varies from state to state |
| | SERVICES | Drug Screening House meetings Self help meetings encouraged | <ul style="list-style-type: none"> House rules provide structure Peer run groups Drug Screening House meetings Involvement in self help and/or treatment services | <ul style="list-style-type: none"> Life skill development emphasis Clinical services utilized in outside community Service hours provided in house | Clinical services and programming are provided in house Life skill development |
| | RESIDENCE | Generally single family residences | <ul style="list-style-type: none"> Primarily single family residences Possibly apartments or other dwelling types | <ul style="list-style-type: none"> Varies – all types of residential settings | All types – often a step down phase within care continuum of a treatment center May be a more institutional in environment |
| | STAFF | No paid positions within the residence Perhaps an overseeing officer | <ul style="list-style-type: none"> At least 1 compensated position | <ul style="list-style-type: none"> Facility manager Certified staff or case managers | Credentialed staff |

SP 3/7/19

National Association of Recovery Residences Member Standards

| 1. Organizational/Administrative Standards | Level I | Level II | Level III | Level IV |
|--|--------------------|--------------------|-----------|----------|
| 1.1. Recovery Residences are legal business entities as evidenced by business licenses or incorporation documents; | Strongly Recommend | Strongly Recommend | X | X |
| 1.2. Recovery Residences have a written mission and vision statement; | X | X | X | X |
| 1.3. Recovery Residences have a written code of ethics; | X | X | X | X |
| 1.4. Recovery Residences property owners/operators carry general liability insurance; | Strongly Recommend | Strongly Recommend | X | X |
| 1.5. Recovery Residences comply with state and federal requirements. If required , documents such as licenses and certificates of occupancy are visible for public view; | X | X | X | X |
| 1.6. Recovery Residences clearly identify the responsible person(s) in charge of the Recovery Residence to all residents; | X | X | X | X |
| 1.7. Recovery Residences clearly state the minimum qualifications, duties, and responsibilities of the responsible person(s) in a written job description and/or contract; | n/a | n/a | X | X |
| 1.8. Recovery Residences provide drug and alcohol free environments; | X | X | X | X |
| 1.9. Recovery Residences collect and report accurate process and outcome data for continuous quality improvement; | Strongly Recommend | Strongly Recommend | X | X |
| 1.10. Recovery Residences have written permission from the owner of record to operate a Recovery Residence on their property; | X | X | X | x |
| 2. Fiscal Management Standards | Level I | Level II | Level III | Level IV |
| 2.1. Recovery Residences maintain an accounting system that fully documents all resident financial transactions such as fees, payments and deposits; | X | X | X | X |
| 3. Operation Standards | Level I | Level II | Level III | Level IV |
| 3.1. Recovery Residences post emergency procedures and staff phone number in conspicuous locations; | n/a | n/a | X | X |
| 3.2. Recovery Residences post emergency numbers, protocols and evacuation maps; | X | X | n/a | n/a |

National Association of Recovery Residences Member Standards

| 4. Recovery Support Standards | Level I | Level II | Level III | Level IV |
|---|---------------|---------------|-----------|----------|
| 4.1. Recovery Residences maintain a staffing plan; | If Applicable | If Applicable | X | X |
| 4.2. Recovery Residences use an applicant screening process that helps maintain a safe and supportive environment for a specific group of persons in recovery; | X | X | X | X |
| 4.3. Recovery Residences adhere to applicable confidentiality laws; | X | X | X | X |
| 4.4. Recovery Residences keep resident records secure with access limited to authorized staff only; | X | X | X | X |
| 4.5. Recovery Residences have a grievance policy and procedure for residents; | X | X | X | X |
| 4.6. Recovery Residences create a safe, structured, and recovery supportive environment through written and enforced residents' rights and requirements; | X | X | X | X |
| 4.7. Recovery Residences have an orientation process that clearly communicates residents' rights and requirements prior to them signing any agreements; collects demographic and emergency contact information and provides new residents with written instructions on emergency procedures and staff contact information; | X | X | X | X |
| 4.8. Recovery Residences foster mutually supportive and recovery-oriented relationships between residents and/or staff through peer-based interactions, house meetings, community gatherings, recreational events, and/or other social activities; | X | X | X | X |
| 4.9. Recovery Residences foster recovery-supportive, alcohol and drug-free environments through written and enforced policies and procedures that address: residents who return to alcohol and/or drug use; hazardous item searches; drug-screening and or toxicology protocols; and prescription and non-prescription medications usage and storage; | X | X | X | X |
| 4.10. Recovery Residences encourage each resident to develop and participate in their own personalized recovery plan; | X | X | X | X |
| 4.11. Recovery Residences inform residents on the wide range of local treatment and recovery support services available to them including: 12 step or other mutual support groups, recover community centers, recovery ministries, recovery-focused leisure activities and recovery advocacy opportunities; | X | X | X | X |

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National Association of Recovery Residences Member Standards

| 4. Recovery Support Standards (Cont.) | Level I | Level II | Level III | Level IV |
|--|---------|----------|-----------|----------|
| 4.12. Recovery Residences provide nonclinical, recovery support and related services; | X | X | X | X |
| 4.13. Recovery Residences encourage residents to attend mutually supportive, self help groups and/or outside professional services; | X | X | X | X |
| 4.14. Recovery Residences provide access to scheduled and structured peer-based services such as didactic presentations; | n/a | n/a | X | X |
| 4.15. Recovery Residences provide access to 3rd party clinical services in accordance to State laws; | n/a | n/a | X | X |
| 4.16. Recovery Residences offer life skills development services; | n/a | n/a | X | X |
| 4.17. Recovery Residences offer clinical services in accordance to State laws; | n/a | n/a | n/a | X |
| 5. Property Standards | Level I | Level II | Level III | Level IV |
| 5.1. Recovery Residences abide by all local building and fire safety codes; | X | X | X | X |
| 5.2. Recovery Residences provide each residents with food and personal item storage; | X | X | X | X |
| 5.3. Recovery Residences place functioning fire extinguishers in plain sight and/or in clearly marked locations ; | X | X | X | X |
| 5.4. Recovery Residences have functioning smoke detectors installed. If the residence has gas appliances, functioning carbon monoxide detectors are installed; | X | X | X | X |
| 5.5. Recovery Residences provide a non smoking internal living environment; | X | X | X | X |
| 5.6. Recovery Residences have a community room large enough to accommodate house meetings and sleeping rooms that adhere to local and state square footage requirements; | X | X | X | X |
| 5.7. Recovery Residences have one sink, toilet and shower per six residents or adhere to local and state requirements; | X | X | X | X |
| 5.8. Recovery Residences have laundry services that are accessible to all residents; | X | X | X | X |

National Association of Recovery Residences Member Standards

| 5. Property Standards (Cont.) | Level I | Level II | Level III | Level IV |
|---|--------------------|--------------------|-----------|----------|
| 5.9. Recovery Residences maintain the interior and exterior of the property in a functional, safe and clean manor that is compatible with the neighborhood; | X | X | X | X |
| 5.10. Recovery Residences have meeting spaces that accommodate all residents; | X | X | X | X |
| 5.11. Recovery Residences have appliances that are in working order and furniture that is in good condition; | X | X | X | X |
| 5.12. Recovery Residences address routine and emergency repairs in a timely fashion; | X | X | X | X |
| 6. Good Neighbor Standards | Level I | Level II | Level III | Level IV |
| 6.1. Recovery Residences provide neighbors with the responsible person(s) contact information upon request. The responsible person(s) responds to neighbor's complaints, even if it is not possible to resolve the issue; | X | X | X | X |
| 6.2. Recovery Residences have rules regarding noise, smoking, loitering and parking that are responsive to neighbor's reasonable complaints; | Strongly Recommend | Strongly Recommend | X | X |
| 6.3. Recovery Residences have and enforce parking courtesy rules where street parking is scarce; | X | X | X | X |



Exhibit B

Method and Conditions Precedent to Payment

- 1) The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
 - 1.1. This Agreement is funded with funds from the Substance Abuse and Mental Health Services Administration, State Opioid Response Grant, CFDA #93.788, FAIN TI081685.
 - 1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
- 2) Payment for said services shall be made monthly as follows:
 - 2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item.
 - 2.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. The Contractor will keep detailed records of their activities related to DHHS-funded programs and services.
 - 2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Melissa.Girard@dhhs.nh.gov, or invoices may be mailed to:

Melissa Girard, SOR Finance Manager
Department of Health and Human Services
BDAS, State Opioid Response
129 Pleasant Street, 3rd Floor
Concord, NH 03301
 - 2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
- 3) Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B - 1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Hope on Haven Hill - Abi's Place Recovery House

Budget Request for: RFA-2019-BDAS-02-RECOV
(Make of copy)

Budget Period: February 1, 2019 - June 30, 2019

| Line Item | Total Program Cost | | Contractor Share / Match | | Funded by DHHS contract share | | Total |
|--|--------------------|----------|--------------------------|----------|-------------------------------|----------|--------------|
| | Direct | Indirect | Direct | Indirect | Direct | Indirect | |
| 1. Total Salary/Wages | \$ 76,340.00 | \$ - | \$ 43,010.00 | \$ - | \$ 33,330.00 | \$ - | \$ 33,330.00 |
| 2. Employee Benefits | \$ 15,856.00 | \$ - | \$ 9,480.00 | \$ - | \$ 6,000.00 | \$ - | \$ 6,000.00 |
| 3. Consultants | \$ 7,750.00 | \$ - | \$ 5,250.00 | \$ - | \$ 2,500.00 | \$ - | \$ 2,500.00 |
| 4. Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Rental | \$ 1,800.00 | \$ - | \$ 1,800.00 | \$ - | \$ - | \$ - | \$ - |
| 6. Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 7. Purchases/Depreciation | \$ 700.00 | \$ - | \$ 700.00 | \$ - | \$ - | \$ - | \$ - |
| 8. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ 500.00 | \$ - | \$ 500.00 | \$ - | \$ 100.00 | \$ - | \$ 100.00 |
| Lab | \$ 1,100.00 | \$ - | \$ 1,100.00 | \$ - | \$ 600.00 | \$ - | \$ 600.00 |
| Pharmacy | \$ 1,625.00 | \$ - | \$ 1,000.00 | \$ - | \$ 625.00 | \$ - | \$ 625.00 |
| Medical | \$ 775.00 | \$ - | \$ 500.00 | \$ - | \$ 275.00 | \$ - | \$ 275.00 |
| Office | \$ 600.00 | \$ - | \$ 600.00 | \$ - | \$ - | \$ - | \$ - |
| 9. Travel | \$ 250.00 | \$ - | \$ 250.00 | \$ - | \$ - | \$ - | \$ - |
| 10. Occupancy | \$ 5,725.00 | \$ - | \$ 5,725.00 | \$ - | \$ - | \$ - | \$ - |
| 11. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 1,200.00 | \$ - | \$ 1,200.00 | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ 125.00 | \$ - | \$ 125.00 | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ 2,250.00 | \$ - | \$ 2,250.00 | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ 7,356.00 | \$ - | \$ 7,356.00 | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Software | \$ 100.00 | \$ - | \$ 100.00 | \$ - | \$ - | \$ - | \$ - |
| 13. Marketing/Communications | \$ 900.00 | \$ - | \$ 900.00 | \$ - | \$ - | \$ - | \$ - |
| 14. Staff Education and Training | \$ 750.00 | \$ - | \$ 750.00 | \$ - | \$ - | \$ - | \$ - |
| 15. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 16. Other (specific details mandatory) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Building Renovations | \$ 60,000.00 | \$ - | \$ 30,000.00 | \$ - | \$ 30,000.00 | \$ - | \$ 30,000.00 |
| Grounds Upkeep | \$ 1,000.00 | \$ - | \$ 1,000.00 | \$ - | \$ - | \$ - | \$ - |
| Food | \$ 7,200.00 | \$ - | \$ 7,200.00 | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 193,902.00 | \$ - | \$ 120,672.00 | \$ - | \$ 73,330.00 | \$ - | \$ 73,330.00 |

0.0%

Indirect As A Percent of Direct

Contractor Initials  Date 3/7/19

Exhibit B - 2

New Hampshire Department of Health and Human Services

Bidder/Program Name: Hope on Haven Hill - Abi's Place Recovery House

Budget Request for: RFA-2019-BDAS-02-RECOV
(Name of RFP)

Budget Period: July 1, 2019 through June 30, 2020

| Line Item | Total Program Cost | | Contractor Share / Match | | Funded by DHHHS contract share | | Total |
|--|--------------------|----------|--------------------------|----------|--------------------------------|---------------|---------------|
| | Direct | Indirect | Direct | Indirect | Direct | Indirect | |
| 1. Total Salary/Wages | \$ 183,227.00 | \$ - | \$ 183,227.00 | \$ - | \$ 183,227.00 | \$ - | \$ 183,227.00 |
| 2. Employee Benefits | \$ 32,981.00 | \$ - | \$ 32,981.00 | \$ - | \$ 32,981.00 | \$ - | \$ 32,981.00 |
| 3. Consultants | \$ 5,000.00 | \$ - | \$ 5,000.00 | \$ - | \$ 5,000.00 | \$ - | \$ 5,000.00 |
| 4. Equipment | \$ 3,600.00 | \$ - | \$ 3,600.00 | \$ - | \$ 3,600.00 | \$ - | \$ 3,600.00 |
| Rental | \$ 800.00 | \$ - | \$ 800.00 | \$ - | \$ 800.00 | \$ - | \$ 800.00 |
| Repair and Maintenance | \$ 400.00 | \$ - | \$ 400.00 | \$ - | \$ 400.00 | \$ - | \$ 400.00 |
| Purchases/Depreciation | \$ 800.00 | \$ - | \$ 800.00 | \$ - | \$ 800.00 | \$ - | \$ 800.00 |
| 5. Supplies | \$ 1,200.00 | \$ - | \$ 1,200.00 | \$ - | \$ 1,200.00 | \$ - | \$ 1,200.00 |
| Educational | \$ 2,000.00 | \$ - | \$ 2,000.00 | \$ - | \$ 2,000.00 | \$ - | \$ 2,000.00 |
| Lab | \$ 1,000.00 | \$ - | \$ 1,000.00 | \$ - | \$ 1,000.00 | \$ - | \$ 1,000.00 |
| Pharmacy | \$ 1,200.00 | \$ - | \$ 1,200.00 | \$ - | \$ 1,200.00 | \$ - | \$ 1,200.00 |
| Medical | \$ 500.00 | \$ - | \$ 500.00 | \$ - | \$ 500.00 | \$ - | \$ 500.00 |
| Office | \$ 12,336.00 | \$ - | \$ 12,336.00 | \$ - | \$ 12,336.00 | \$ - | \$ 12,336.00 |
| 6. Travel | \$ 2,400.00 | \$ - | \$ 2,400.00 | \$ - | \$ 2,400.00 | \$ - | \$ 2,400.00 |
| 7. Occupancy | \$ 250.00 | \$ - | \$ 250.00 | \$ - | \$ 250.00 | \$ - | \$ 250.00 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ 4,500.00 | \$ - | \$ 4,500.00 | \$ - | \$ 4,500.00 | \$ - | \$ 4,500.00 |
| Audit and Legal | \$ 15,889.00 | \$ - | \$ 15,889.00 | \$ - | \$ 15,889.00 | \$ - | \$ 15,889.00 |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ 500.00 | \$ - | \$ 500.00 | \$ - | \$ 500.00 | \$ - | \$ 500.00 |
| 10. Marketing/Communications | \$ 2,000.00 | \$ - | \$ 2,000.00 | \$ - | \$ 2,000.00 | \$ - | \$ 2,000.00 |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (Specific details mandatory) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Grounds Upkeep | \$ 2,000.00 | \$ - | \$ 2,000.00 | \$ - | \$ 2,000.00 | \$ - | \$ 2,000.00 |
| Food | \$ 15,552.00 | \$ - | \$ 15,552.00 | \$ - | \$ 15,552.00 | \$ - | \$ 15,552.00 |
| TOTAL | \$ 288,135.00 | \$ - | \$ 288,135.00 | \$ - | \$ 188,135.00 | \$ 100,000.00 | \$ 288,135.00 |

0.0%

Indirect As A Percent of Direct

Contractor Initials **SP**
Date **3/7/19**

Exhibit B-3

New Hampshire Department of Health and Human Services

Bidder/Program Name: Hope on Haven Hill - Abri's Place Recovery House

Budget Request for: RFA-2019-BDAS-02-RECOV
(None of 2019)

Budget Period: July 1, 2020 through September 30, 2020

| Line Item | Total Program Cost | | Contractor Share / Match | | Funded by DHHS contract share | | Total |
|---|---------------------|-------------|--------------------------|-------------|-------------------------------|-------------|---------------------|
| | Direct | Indirect | Direct | Indirect | Direct | Indirect | |
| 1. Total Salary/Wages | \$ 46,839.00 | \$ - | \$ 25,170.00 | \$ - | \$ 21,669.00 | \$ - | \$ 21,669.00 |
| 2. Employee Benefits | \$ 8,429.00 | \$ - | \$ 4,529.00 | \$ - | \$ 3,900.00 | \$ - | \$ 3,900.00 |
| 3. Consultants | \$ 1,250.00 | \$ - | \$ 1,250.00 | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ 900.00 | \$ - | \$ 900.00 | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ 200.00 | \$ - | \$ 200.00 | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ 100.00 | \$ - | \$ 100.00 | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ 200.00 | \$ - | \$ 200.00 | \$ - | \$ 200.00 | \$ - | \$ 200.00 |
| Lab | \$ 300.00 | \$ - | \$ 300.00 | \$ - | \$ 250.00 | \$ 50.00 | \$ 250.00 |
| Pharmacy | \$ 501.00 | \$ - | \$ 501.00 | \$ - | \$ 188.00 | \$ 313.00 | \$ 313.00 |
| Medical | \$ 281.00 | \$ - | \$ 113.00 | \$ - | \$ 138.00 | \$ - | \$ 138.00 |
| Office | \$ 300.00 | \$ - | \$ 300.00 | \$ - | \$ 300.00 | \$ - | \$ 300.00 |
| 6. Travel | \$ 125.00 | \$ - | \$ 125.00 | \$ - | \$ - | \$ - | \$ - |
| 7. Occupancy | \$ 3,084.00 | \$ - | \$ 3,084.00 | \$ - | \$ - | \$ - | \$ - |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 600.00 | \$ - | \$ 600.00 | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ 63.00 | \$ - | \$ 63.00 | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ 1,125.00 | \$ - | \$ 1,125.00 | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ 3,972.00 | \$ - | \$ 3,972.00 | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ 125.00 | \$ - | \$ 125.00 | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ 500.00 | \$ - | \$ 500.00 | \$ - | \$ 500.00 | \$ - | \$ 500.00 |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (Specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Grounds Upkeep | \$ 600.00 | \$ - | \$ 600.00 | \$ - | \$ - | \$ - | \$ - |
| Food | \$ 5,957.00 | \$ - | \$ 5,957.00 | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 74,921.00 | \$ - | \$ 47,951.00 | \$ - | \$ 26,970.00 | \$ - | \$ 26,970.00 |

0.0%

Indirect As A Percent of Direct

RFA-2019-BDAS-02-RECOV

Exhibit B-3

Hope On Haven Hill

Page 1 of 1

Contractor Initials

SD
Date 3/2/19



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. Contract Definitions:

- 20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. DEPARTMENT: NH Department of Health and Human Services.
- 20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Renewal:
The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name: Hope on Haven Hill

3/7/19
Date

Sharon Drake
Name: Sharon Drake
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Hope on Haven Hill

Date 3/7/19

Sharon Drake
Name: Sharon Drake
Title: Executive Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Hope on Haven Hill

Date: 3/7/19

Sharon Drake
Name: Sharon Drake
Title: Executive Director



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials SD

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 3/7/19

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Hope on Haven Hill

Date 3/7/19

Sharon Drake
Name: Sharon Drake
Title: Executive Director

Exhibit G

Contractor Initials SD

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 3/7/19



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Hope on Haven Hill

Date 3/7/19

Sharon Drake
Name: Sharon Drake
Title: Executive Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State

Katja S. Fix
Signature of Authorized Representative

Katja S. Fix
Name of Authorized Representative

Director
Title of Authorized Representative

4/29/19
Date

Hope on Haven Hill
Name of the Contractor

Sharon Drake
Signature of Authorized Representative

Sharon Drake
Name of Authorized Representative

Executive Director
Title of Authorized Representative

3/7/19
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Hope on Haven Hill

Date 3/7/19

Sharon Drake
Name: Sharon Drake
Title: Executive Director



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 080088208
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |



Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



Exhibit K

DHHS Information Security Requirements

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



Exhibit K

DHHS Information Security Requirements

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

SD

3/7/19



Exhibit K

DHHS Information Security Requirements

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



Exhibit K

DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



Exhibit K

DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



Exhibit K

DHHS Information Security Requirements

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



Exhibit K

DHHS Information Security Requirements

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HOPE ON HAVEN HILL INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 25, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 735370

Certificate Number: 0004090225



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of April A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Filing History

 [Back to Home \(/online\)](#)

| Business Name | Business ID |
|-------------------------|--------------------|
| Hope on Haven Hill Inc. | 735370 |

| Filing# | Filing Date | Effective Date | Filing Type | Annual Report Year |
|----------------|--------------------|-----------------------|----------------------------|---------------------------|
| 0004162865 | 08/07/2018 | 08/07/2018 | Change of Officer/Director | N/A |
| 0003189934 | 11/25/2015 | 11/25/2015 | Business Formation | N/A |

Page 1 of 1, records 1 to 2 of 2

[Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us \(/online/Home/ContactUS\)](#)

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CERTIFICATE OF VOTE

I, Kevin Irwin, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Hope on Haven Hill
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on September 12, 2018 :
(Date)

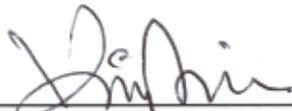
RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 7th day of March, 2019.
(Date Contract Signed)

4. Sharon Drake is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Strafford

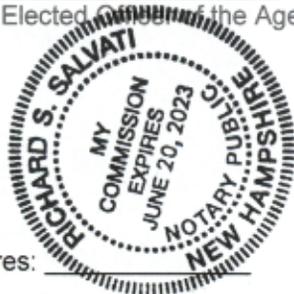
The forgoing instrument was acknowledged before me this 7th day of March, 2019.

By Kevin Irwin
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)



Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|---|--|
| PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425 | | CONTACT NAME: Fairley Kenneally PHONE (A/C, No, Ext): (603) 293-2791 E-MAIL ADDRESS: fairley@esinsurance.net FAX (A/C, No): (603) 293-7188 | |
| INSURED Hope on Haven Hill, Inc. P O Box 1272 Rochester NH 03867 | | INSURER(S) AFFORDING COVERAGE INSURER A: Markel INSURER B: Wesco Insurance Co INSURER C: INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 25011 | |

COVERAGES**CERTIFICATE NUMBER:** CL189513455**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | HUP2419-02 | 08/01/2018 | 08/01/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse and Molestation \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | HUA2420-02 | 08/01/2018 | 08/01/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | HUU2421-02 | 08/01/2018 | 08/01/2019 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WWC3371059 | 08/02/2018 | 08/02/2019 | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| A | Professional Liability | | | HUP2419-02 | 08/01/2018 | 08/01/2019 | Each Wrongful Act 1,000,000 Aggregate 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of NH DHHS
 129 Pleasant Street
 Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Hope on Haven Hill
Mission Statement

To provide a nurturing therapeutic treatment home environment program to pregnant women with substance use disorder to reach and sustain sobriety and realize their potential as loving parents and healthy community members.

HOPE ON HAVEN HILL, INC.

FINANCIAL STATEMENTS

Year Ended June 30, 2017

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| Notes to Financial Statements. | 7 |

Sanders & Karcher
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Hope on Haven Hill, Inc.
Rochester, New Hampshire

We have audited the accompanying financial statements of Hope on Haven Hill, Inc. (a nonprofit organization) as of June 30, 2017 which comprise the statement of financial position and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Board of Directors
Hope on Haven Hill, Inc.
Page 2

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Hope on Haven Hill, Inc. as of June 30, 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Sanders & Karcher

Sanders & Karcher
Portsmouth, New Hampshire
January 5, 2018

HOPE ON HAVEN HILL, INC.
STATEMENT OF FINANCIAL POSITION
June 30, 2017

ASSETS

CURRENT ASSETS

| | |
|----------------------|--------------|
| Cash | \$ 76,680 |
| Grant receivable | 48,568 |
| Prepaid expenses | <u>1,459</u> |
| Total current assets | 126,707 |

| | |
|--|---------|
| PROPERTY & EQUIPMENT, net of accumulated depreciation of \$4,726 | 220,846 |
|--|---------|

OTHER ASSETS

| | |
|-------------------|--------------|
| Security deposits | <u>3,800</u> |
|-------------------|--------------|

| | |
|--------------|-------------------|
| TOTAL ASSETS | \$ <u>351,353</u> |
|--------------|-------------------|

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

| | |
|--------------------------------|---------------|
| Accounts payable | \$ 5,867 |
| Line of credit, Provident Bank | 24,999 |
| Accrued payroll items | <u>31,160</u> |
| Total current liabilities | 62,026 |

| | |
|-------------------------|----------------|
| UNRESTRICTED NET ASSETS | <u>289,327</u> |
|-------------------------|----------------|

| | |
|----------------------------------|-------------------|
| TOTAL LIABILITIES AND NET ASSETS | \$ <u>351,353</u> |
|----------------------------------|-------------------|

The accompanying notes are an integral part of these financial statements.

HOPE ON HAVEN HILL, INC.
STATEMENT OF ACTIVITIES
Year ended June 30, 2017

| | |
|---|--------------------|
| PUBLIC SUPPORT AND REVENUES: | |
| PUBLIC SUPPORT | |
| Government grants and contracts | \$ 564,359 |
| Donations | <u>311,958</u> |
| Total public support | 876,317 |
| REVENUES | |
| Interest | 8 |
| In kind donations | 21,582 |
| Miscellaneous sales | <u>620</u> |
| Total revenues | <u>22,210</u> |
| Total public support and revenues | 898,527 |
| EXPENSES | |
| Program services | 577,310 |
| General and administrative | 101,215 |
| Fundraising | <u>746</u> |
| Total expenses | <u>679,271</u> |
| INCREASE IN UNRESTRICTED NET ASSETS | 219,256 |
| TEMPORARILY RESTRICTED NET ASSETS | |
| Public support and grants | 170,206 |
| Restrictions satisfied by use | (<u>170,206</u>) |
| INCREASE IN TEMPORARILY RESTRICTED NET ASSETS | <u>-</u> |
| INCREASE IN NET ASSETS | 219,256 |
| NET ASSETS, Beginning of year | <u>70,071</u> |
| NET ASSETS, End of year | \$ <u>289,327</u> |

The accompanying notes are an integral part of these financial statements.

HOPE ON HAVEN HILL, INC.
STATEMENT OF FUNCTIONAL EXPENSES
Year Ended June 30, 2017

| | Program Services | General and Admin | Fund- Raising | Total |
|--------------------------------|---------------------|----------------------|------------------|-------------------|
| Management salaries | \$ 12,582 | \$ 12,582 | \$ - | \$ 25,164 |
| Salaries and wages | 318,438 | 39,279 | - | 357,717 |
| Payroll taxes | 30,078 | 3,718 | - | 33,796 |
| Employee benefits | 22,783 | 2,816 | - | 25,599 |
| Professional fees | 59,047 | 5,158 | - | 64,205 |
| Payroll service fees | 2,533 | - | - | 2,533 |
| Advertising and promotion | 1,698 | - | - | 1,698 |
| Bank fees | - | 337 | - | 337 |
| Retirement service fees | - | 2,365 | - | 2,365 |
| Food | 21,408 | - | - | 21,408 |
| Direct services | 22,545 | - | - | 22,545 |
| Miscellaneous fundraising | - | - | 746 | 746 |
| In kind services | 4,251 | 4,367 | - | 8,618 |
| Utilities | 4,031 | 1,694 | - | 5,725 |
| Vehicle expense | 3,793 | - | - | 3,793 |
| Security | 568 | - | - | 568 |
| Rent | 21,600 | 6,400 | - | 28,000 |
| Repairs and maintenance | 6,645 | 3,475 | - | 10,120 |
| Insurance | 19,628 | 12,870 | - | 32,498 |
| Telephone and internet | 4,800 | 326 | - | 5,126 |
| Website | 2,904 | 1,431 | - | 4,335 |
| Office and administration | 8,029 | 2,350 | - | 10,379 |
| Travel expense | 2,244 | - | - | 2,244 |
| Board of director meetings | 432 | - | - | 432 |
| Staff development and training | 3,297 | - | - | 3,297 |
| Licenses and permits | - | 1,164 | - | 1,164 |
| Interest | - | 133 | - | 133 |
| Depreciation | 3,976 | 750 | - | 4,726 |
| TOTALS | \$ <u>577,310</u> | \$ <u>101,215</u> | \$ <u>746</u> | \$ <u>679,271</u> |

The accompanying notes are an integral part of these financial statements.

HOPE ON HAVEN HILL, INC.
STATEMENT OF CASH FLOWS
Years Ended June 30, 2017

| | |
|---|-------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | |
| Cash received from public support | \$ 839,249 |
| Cash received from interest | 8 |
| Cash received from miscellaneous sales | 620 |
| Cash paid for program services | (512,314) |
| Cash paid for general and administrative expenses | (120,487) |
| Cash paid for fundraising expenses | (746) |
| Cash paid for interest | (133) |
| Net cash provided by operating activities | <u>206,197</u> |
| CASH FLOWS FROM INVESTING ACTIVITIES | |
| Cash paid for property and equipment | (224,672) |
| CASH FLOWS FROM FINANCING ACTIVITIES | |
| Cash received from borrowings | <u>24,999</u> |
| Net increase (decrease) in cash | 6,524 |
| Cash at beginning of year | <u>70,156</u> |
| CASH AT END OF YEAR | \$ <u>76,680</u> |
| RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED BY OPERATING ACTIVITIES | |
| Increase in net assets | \$ 219,256 |
| Adjustments to reconcile change in net assets to net cash from operating activities: | |
| Depreciation expense | 4,726 |
| (Increase) decrease in: | |
| Grant receivable | (48,568) |
| Security deposits | (3,800) |
| Prepaid expenses | (1,459) |
| Increase (decrease) in: | |
| Accounts payable | 4,882 |
| Accrued payroll items | <u>31,160</u> |
| Total adjustments | <u>(13,059)</u> |
| NET CASH PROVIDED BY OPERATING ACTIVITIES | \$ <u>206,197</u> |
| SUPPLEMENTAL DISCLOSURE | |
| Non-cash transaction included in investing activities | |
| Donation of property and equipment | \$ <u>11,500</u> |

The accompanying notes are an integral part of these financial statements.

HOPE ON HAVEN HILL, INC.
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2017

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Hope on Haven Hill, Inc. (the organization) was organized November 25, 2015. The organization is a level 3.5 substance use treatment facility serving homeless, pregnant and newly parenting mothers. The organization was established to provide a nurturing therapeutic home environment for women with substance abuse disorder who are seeking recovery by providing a safe home with comprehensive addiction treatment services, family therapy, parenting classes, advancement in education and life coaching supporting families in their recovery from addiction.

Basis of Accounting

Income and expenses are reported on the accrual basis, which means that income is recognized as it is earned and expenses are recognized as they are incurred whether or not cash is received or paid out at that time.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

Hope on Haven Hill, Inc. is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and, therefore, has made no provision for federal income tax in the accompanying financial statements. The organization has been determined by the Internal Revenue Service not to be a private foundation.

Financial Statement Presentation

Hope on Haven Hill, Inc. presents its financial statements in accordance with Accounting Standards Codification No. 958-210, "Financial Statements of Not-for-Profit Organizations". Under ASC No. 958-210, Hope on Haven Hill is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. As of June 30, 2017 there were only unrestricted net assets.

Grant Receivable

The Grant Receivable consists of amounts due from the State in support of operations. As of June 30, 2017, management considers the grant receivable to be fully collectible.

HOPE ON HAVEN HILL, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended June 30, 2017

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Subsequent Events

Subsequent events have been evaluated through January 5, 2017 the date the financial statements were available to be issued. Beginning the new fiscal year, the organization has added several new board members and has hired a new Executive Director and bookkeeper.

The line of credit terms with Provident Bank were modified on July 24, 2017 to increase the borrowing limit to \$50,000.

Property and Equipment

Property and equipment are recorded at cost for those items which have been purchased, and at estimated fair market value for those items which have been donated. The cost of improvements is recovered using the straight-line method over estimated useful lives of 10 to 40 years. The cost of vehicles, furniture, fixtures and equipment is recovered using the straight-line method over estimated useful lives of 2 to 10 years. Property and equipment as of June 30, 2017 consisted of the following:

| | |
|-------------------------------|-------------------|
| Leasehold improvements | \$ 182,605 |
| Furniture and equipment | 13,284 |
| Vehicles | 29,683 |
| Total property and equipment | 225,571 |
| Less accumulated depreciation | 4,726 |
| Property and equipment, net | \$ <u>220,846</u> |

Contributions

The Organization records its contributions as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions.

Donated Services

Contributions of services are recognized in the financial statements if the services enhance or create nonfinancial assets or require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. For the year ended June 30, 2017, donated services were valued at \$8,618.

Donated Property and Equipment

Supplemental cash flows and non cash investing activities consist of donated property and equipment. This property and equipment is valued at fair market value. The organization received a donated van valued at \$11,500.

Functional Allocation of Expenses

The costs of the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the programs and supporting services benefited.

HOPE ON HAVEN HILL, INC.
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 For the Year Ended June 30, 2017

NOTE B - LINE OF CREDIT

Hope on Haven Hill, Inc. has a \$24,999 revolving line of credit with Provident Bank established to provide working capital support. The agreement requires monthly interest only payments of prime plus 1.5% and is secured by all the business assets. As of June 30, 2017 the interest rate was 5.75% and the outstanding balance was \$24,999. The balance is due in full upon lender's demand.

NOTE C - RELATED PARTY AND LEASING ARRANGEMENT

Hope on Haven Hill, Inc. entered into an operating lease with a former Executive Director (see Note A - Subsequent Events) to rent a residential home in Rochester owned by her as the care facility. The term of the lease is for twenty years with rent of \$2,200 per month and a 2.5% increase every five years. This lease includes an option to purchase the residence at any time at fair market value to be determined by the average of two independent appraisals.

The Organization is leasing office space from an unrelated party in Somersworth, New Hampshire which began March 1, 2017. The lease is for a two year term and requires a monthly payment of \$1,600.

Future minimum lease payments are as follows for the years ended June 30,

| | |
|---------------|-----------|
| 2018. | \$ 45,600 |
| 2019. | 39,200 |
| 2020. | 26,400 |
| 2021. | 26,400 |
| 2022. | 26,840 |

NOTE D - ACCRUED PAYROLL ITEMS

For the year ended June 30, 2017, accrued payroll items consisted of the following:

| | |
|---------------------------|------------------|
| Payroll and payroll taxes | \$ 18,969 |
| Earned time | <u>12,191</u> |
| Totals | \$ <u>31,160</u> |

HOPE ON HAVEN HILL, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Year Ended June 30, 2017

NOTE E - TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets represent contributions received, which are restricted to expense as designated by the donors. There were \$170,206 temporarily restricted net assets that were released from donor restrictions by incurring expenses satisfying the restricted purposes for the year ending December 31, 2017.

NOTE F - CONCENTRATION OF CREDIT RISK

As of June 30, 2017, Hope on Haven Hill has no cash balance held by a bank in excess of the amount insured by the Federal Deposit Insurance Corporation.

Hope on Haven Hill derived approximately 64% of its operating revenue from government agencies.

NOTE G - RISK CONCENTRATION AND ECONOMIC DEPENDENCE

Home on Haven Hill, Inc. derives significant revenue from grants and contracts with other nonprofit organizations and government agencies. Continuation of certain programs is dependent upon such revenues.

NOTE H - CONTRACTS, FEES AND GRANTS FROM GOVERNMENT AGENCIES

Hope on Haven Hill, Inc. receives money under various state and federal contracts and grants. Under the terms of these grants, the Organization is required to use the funds within the grant period for purposes specified in the contract. If expenditures of the grant were found not to have been made in compliance with the contract, the Organization is required to repay the grantors' funds. Because specific amounts, if any, have not been determined by grantor agency audits or assessed as of June 30, 2017, no provision has been made for this contingency.

Contracts, fees and grants from government agencies consist of the following for the year ended June 30, 2017:

| | |
|---|-------------------|
| Department of Health and Human Services | \$ 461,903 |
| City of Rochester, CDBG | <u>102,456</u> |
| TOTAL | \$ <u>564,359</u> |

Sharon Drake

OBJECTIVE

Management level leadership position utilizing community relations, program development, housing oversight, grant writing, networking, fund development, financial, strategic planning/thinking, collaborative processing, board development/management, and managerial experience with opportunity for high community impact and personal growth.

September 2018 to present – *Executive Director Hope on Haven Hill, Rochester, NH*

Directly responsible for the administration, development, management and operations of three locations for Hope on Haven Hill – an IOP/OP/Office location in Somersworth, a high-intensity residential treatment program in Rochester, and a recovery house in Rochester – according to established policies and procedures and processes.

- Directly manages all aspects of \$1.5M dollar annual budget including state and federal funding, private foundation and trust funding, grant writing, fundraising, donor solicitation and relations, and reporting to all the above.
- Responsible for all aspects of marketing and visibility of the agency and its programs.
- Provide leadership and vision to ensure that the mission and strategic plan of the organization are carried out.
- Oversee all day-to-day operations, administration, and finances.
- Develop, update, and maintain all policies and procedures for the organization.
- Recruiting and managing staff.
- Provide direct supervision to the leadership team of the organization.
- Assists the Board of Directors in developing a financial plan/strategy to fund all programs and locations.
- Works with the Board of Directors in mission and vision development, strategic planning and goal achievements.
- Reports directly to the Board of Directors for Hope on Haven Hill on all programs, personnel, financial, administration, and other activities.

June 2016 to September 2018 – *CEO Southeastern NH Alcohol & Drug Services, Dover, NH*

Directly responsible for the administration, development, management and operations of Southeastern NH Services residential programs (28-day and transitional living), outpatient services programs (including women's intensive outpatient program, Drug Court, 1:1 and groups, etc.), and the impaired driver program according to established policies and procedures.

- Directly manages all aspects of \$2.2M dollar+ annual budget including state & federal funds, private foundation and trusts, grant writing, fundraising, donor solicitation and relations, reports to all funders/donors, etc.
- Responsible for building visibility of agency, programs, and public policy positions and community impact.
- Provide vision, continuity, and leadership to ensure that mission and strategic plan are carried out.
- Oversees day-to-day operations, administration, and finances to include development of job specific and organization wide policies and procedures.
- Recruiting, developing, and managing all staff (currently 35 total full and part time staff).
- Provides direct supervision and leadership to the Management Team who oversees all day-to-day operations, programs, and clinical functions (consists of Office Manager/HR Officer, Assistant Clinical Director, Clinical Director, and CEO).

- Assists the Board of Trustees in developing a financial plan to fund programming, including new initiatives and strategies that will propel the agency forward (i.e., third party billing, service expansion, etc.).
- Works with the Board of Trustees in mission development, vision development, strategic planning and goal fulfillment.
- Reports directly to the Board of Trustees on all Southeastern NH Services activities.

November 2008 to June 2016 – CEO, Serenity Place, Manchester, NH

Directly responsible for the administration, development, management and operations of Serenity Place's education programs, withdrawal management program, transitional living programs, intensive outpatient program, open access program, and the REAP (DUI) program according to established policies and procedures.

- Directly manages all aspects of \$1.6M dollar+ annual budget including state & federal funds, private foundation and trusts, grant writing, fundraising, donor solicitation and relations, reports to all funders/donors, etc.
- Provide vision, continuity, and leadership to ensure that mission and strategic plan are carried out.
- Oversees day-to-day operations, administration, and finances to include development of job specific and organization wide policies and procedures.
- Recruiting, developing, and managing all staff (currently 45 total full and part time staff).
- Assists the Board of Directors in developing a financial plan to fund programming, including new initiatives and strategies that will propel the agency forward (i.e., third party billing, Affordable Care Act, etc.).
- Works with the Board of Directors in mission development, vision development, strategic planning and goal fulfillment.
- Reports directly to the Board of Directors on all Serenity Place activities.

December 2007 to November 2008 - Executive Director, Women's Business Center, Portsmouth, NH

- Member organization for over 350 woman-owned businesses.
- Provide vision, continuity, and leadership to ensure that mission and strategic plan are accomplished.
- Directly proposes and manages all aspects of the WBC annual budget (\$300,000+) including state, federal and private foundation grant writing, fundraising, event planning, donor relations, reporting to all funders/donors, etc.
- Manages development and delivery of curriculum related to programs for members and the public.
- Creates and manages database systems to track all counseling, training, membership demographics, and donor information.
- Oversees day-to-day operations, administration, and finances to include development of job specific and organization wide policies and procedures.
- Recruiting, developing, and managing all staff.
- Manage the image of the WBC and advocating for women business owners.
- Increasing WBC visibility through marketing and publications.
- Reports directly to the Board of Directors.

March 1996 to August 2007 – Program Director, New Hampshire Community Loan Fund, Concord, NH
NH Statewide IDA Collaborative: Assisted low-income individuals to save more than \$1 Million and purchase more than \$30 Million in assets.

- Program creation and development which has included policies and procedures, template and forms, and handbook.
- Recruitment of local community partner organizations (more than 20) statewide which has included training of local organization staff.
- Grant writing/fundraising – more than \$1.7 million in federal program funds and nearly \$6 million in public/private funds including CDFIA tax credits.

- Managed development of Access Database Management System for tracking of individual savings, match, funds raised, demographic, training, and other information for reporting purposes.
- Problem-solve and network with all partners through daily contact and/or quarterly Community Partner Meetings.
- Develop and manage annual budgets, controlled expenses, purchased capital equipment when necessary, and worked closely with Finance Department on accounting systems.
- Traveled nationally as an expert in the field.

Home of Your Own Program: Assisted 81 low-income individuals to become homeowners.

- Program development which has included process for delivering homebuyer education to individuals with disabilities and their support teams.
- Created financial packages for potential homeowners and worked closely with lending partners and closing agents through the purchase process.
- Working closely with area agencies for developmental services and other vendor organizations statewide.
- Develop and manage annual budgets, controlled expenses, purchased capital equipment when necessary, and worked closely with Finance Department on accounting systems.
- Grant writing/fundraising – more than \$1 million in funds for down payment, closing costs, and rehab associated to purchase through local and regional foundations and the Federal Home Loan Bank of Boston's Affordable Housing Program.
- Supervise and train all in-house staff associated to program.
- Maintain and manage external relations with financial institutions and funding partners which include NH Housing Finance Authority, NH Bureau of Developmental and Behavioral Health Services, NH Developmental Disabilities Council, foundations, etc.
- Understand and educate teams on housing issues as it relates to individual budgets and Medicaid funding.

Transitional Housing and Special Needs Housing Program: Assisted local community organizations to develop loan request packages to NHCLF. After approval of loans, provided long-term technical assistance and portfolio management.

Education:

- Notre Dame College, Manchester, NH – Bachelor of Science Degree in Psychology, Graduate May 1999
- New Hampshire Technical Institute, Concord, NH – Associate in Science Degree in Human Services, Graduate August 1994
- Graduate and Ongoing Student at NeighborWorks® America Training Institutes (transcript of courses completed available upon request)

Other Activities:

- Past Chair, Governor Appointed Position on the Emergency Shelter & Homeless Coordination Commission (Member since 1994, Chair since 2006) (Commission disbanded 2011)
- Certified Instructor National Crisis Prevention & Intervention Institute since 1995
- 2005 Graduate Institute for Nonprofit Management Antioch New England Graduate School
- 1995 Graduate Dale Carnegie Course – Highest Achievement Award Recipient
- 1995 Graduate Leadership Concord, Concord Chamber of Commerce
- 2012 Graduate Leadership Manchester, Greater Manchester Chamber of Commerce
- Current Board Member: Healthcare for the Homeless/CMC, Manchester, NH
- Former Board Member PACE (Professional Association of Council Executives), Washington, DC

Kerrylee Norton, RN

Knorton@hopeonhavenhill.org

Work Experience

Dates Employed

7/1/15-Present

Operations Director/Founder

Hope on Haven Hill, Rochester NH

Co-Founder of emerging Non-Profit Residential treatment facility for Pregnant Women with Substance Use Disorder. Responsibilities include but not limited to, Filing for 501 c(3), Grant writing, preparing and testifying for Variance and Planning Board, Submitting application for Level 3.5 Inpatient treatment facility licensure, Prepare policies and procedures and admission criteria, prepare facility policies, Coordinate fundraising and volunteers, Give presentations to local schools, civic agencies, businesses and NH allies, Advocate for Prevention, Treatment and Recovery services for NH and care for Men and Women who reach out to us while unable to access care in NH and assist them with getting support and treatment. After opening supervise and train Recovery support staff. Maintain schedule for recovery support for programming schedule of residential program. Implement, monitor and supervise medication management of residential programming. Implement, monitor and supervise urine drug screenings for residential program. Responsible for day to day operations of residential program.

11/2008-11/13/2015

RN

Garrison Women's Health Center, Dover NH

Triage and Infertility Nurse in Busy OB-GYN office. Responsibilities include but not limited to triaging all patient calls, New Prenatal OB intakes, Essure Procedures, Infertility coverage including call weekends, Employee Health, OSHA training and compliance for all employees, new hire training and policy and protocol implementation.

1/2006-4/2010

RN, CPSN

Atlantic Plastic Surgical Center, Portsmouth NH

All facets of care for patients undergoing Ambulatory Surgery. Admit patients, Circulate and Scrub during surgical cases and Recover patients in PACU. Certified as a Certified Plastic Surgical Nurse with National Certification in Skin Wellness. Certified to perform Microdermabrasion, Chemical Peels and Laser Therapy.

5/1994-10/2008

Maternal Child Health RN/Resource Nurse

Portsmouth Regional Hospital, Portsmouth NH

All facets of Maternal Health, including Labor and Delivery, Postpartum Well Baby Nursery, Level 2 Nursery, Pediatrics, Scrub and PACU for Cesarean Sections, Breast Feeding support, Sibling Class facilitator, NRP instructor, PALS instructor, Resource/Charge Nurse and Staff orientation.

1/2002-1/2005

Pediatric Nurse

Portsmouth Pediatric Associates, Portsmouth NH

Weekend coverage for Triage care for sick visits of all Pediatric patients in a very busy pediatric practice. As the only nurse covering on weekends I became very competent in all facets of pediatric care and emergencies.

1/2002-1/2005

Triage Nurse and Childbirth Educator

Harbour Women's Health, Portsmouth NH

Triaged all patient medical concerns. Reviewed all Laboratory reports and followed up with patient results and treatment protocols. Assisted Dr. Lantinen with infertility patients. Taught and coordinated all Childbirth Education programs.

5/1993-5/1995

Triage Nurse

York OB-GYN Associates, York Me

Triage all patient concerns and assist physicians with patient care.

9/1993-5/1994

Substitute School Nurse

SAD 60, Berwick ME

Substitute School Nurse in SAD 60. Worked in all School. Elementary, Middle School and High School.

Past and Present Certifications:

NRP, BCLS, ACLS, CPSN And STABLE. Maine State Registered Nurse, License compact state.

References upon request

Carey Johnson

Objective

My goal is to obtain a position where I can use my strong interpersonal skills, ability to multitask, my attention to detail, a positive attitude, and the opportunity to contribute.

Experience

11/06/2017 - Present

Hope on Haven Hill

Somersworth, NH

Finance & Organizational Director

- Ensuring time sheets are recorded properly and appropriate payroll processes followed.
- Oversee, review, and adhere to the budgets
- Monitor cash flow, accounts, and other financial transactions
- Create and maintain relationships with service providers and contractors, including banking institutions and accountants
- Update and implement financial policies and procedures
- Developing and administering human resources plans and procedures that relate to company personnel.
- Maintains employee benefits programs and informs employees of benefits by studying and assessing benefit needs and trends; recommending benefit programs to management; directing the processing of benefit claims; obtaining and evaluating benefit contract bids; awarding benefit contracts; designing and conducting educational programs on benefit programs.
- Ensures legal compliance by monitoring and implementing applicable human resource federal and state requirements; conducting investigations; maintaining records; representing the organization .
- Maintains historical human resource records by designing a filing and retrieval system; keeping past and current records.

10/06/2015 – 10/31/2017

NH Providers Association

Concord, NH

Billing & Credentialing Specialist

- Completes provider credentialing and re-credentialing applications; monitors applications and follows-up as needed.
- Enters information necessary for insurance claims such as patient, insurance ID, diagnosis and treatment codes and modifiers, and provider information. Insures claim information is complete and accurate.
- Submits insurance claims to clearinghouse or individual insurance companies electronically or via paper CMS-1500 form.
- Follows up with insurance company on unpaid or rejected claims. Resolves issue and re-submits claims.
- Follows HIPAA guidelines in handling patient information.
- Understands managed care authorizations and limits to coverage such as the number of visits.
- May have to verify patient benefits eligibility and coverage.
- Ability to look up ICD diagnosis and CPT treatment codes from online service or using traditional coding references.
- Prepare, process and track all billable invoices to clients monthly.

05/20/2015 – 10/01/2015

Pinewood Healthcare/Pain Care

Somersworth, NH

Medical Billing Specialist

- Organize and review all claims for accuracy and completeness before they leave our facility.
- Submit claims through a clearinghouse electronically and make corrections as needed to rejected claims.
- Process and mail all claims with the appropriate paperwork for each carrier and type.
- Communicate in a positive and effective manner with staff to ensure the process and procedures are running properly.
- Input registration information and patient charges from super bills into system and maintain files.
- Coordinate with office staff and run reports to ensure any missed appointments are handled and charged accordingly.
- Reviewing accounts and moving funds accordingly.
- Review and process paperwork that come into the office from attorneys and patients and handle all requests in a timely fashion.

10/20/2013 - 05/19/2015

Healthcare Administrative Partners

Portsmouth, NH

Medical Billing Representative

- Responsible for medical billing of multiple clients which include both hospital and facility billing.
- Have a strong understanding of working failed or denied claims with a clearinghouse to resolve issues and get claims paid.
- Able to interpret Explanation of Benefits for all types of insurances and provide Coordination of Benefits summaries as needed.
- Understanding of primary, secondary, third-party, and Medicare Secondary Payer insurance concepts and working with all carriers utilizing all methods of communication.
- Service accounts as needed for demographics, insurance updating, correcting and reposting of charges, refunds, payments, and collections.
- Have a strong handle of time management and production quotas working out of multiple queues to research and resolve any issues with an account.
- Resolve escalated calls with patients and insurances using excellent customer service skills.

Data Coordinator

- Responsible for daily resolution of all edits in Codia for assigned clients, keeping unresolved edits less than 45 days from date of file creation date, to ensure timely filing guidelines are met.
- Responsible for daily uploads into billing system as well as manual charge entry.
- Update subscriber insurance and demographic changes as needed.
- Utilize billing system reports to ensure that all files uploaded are complete and accurate.
- Identify research and resolve all missing information required in Codia and billing system by utilizing access to clients' system.
- Utilize clients' assigned on-site contact to resolve missing info not available in client computer system using excellent customer service skills.
- Keep accurate record of information requests sent to on-site, including date requested, follow-up dates, and info needed.
- Communicate unresolved issues to supervisor and be a liaison between all parties.
- Assist and back up the medical billing representatives with account collections and maintenance.
- Work with clients to set up payment plans, special arrangements, and work to reduce client queues and issues.

07/01/13 - 09/20/13

Brueckner Group-USA, Inc.

Portsmouth, NH

Junior Accountant/Accounts Payable/Receivable

- Receives and reviews invoices from vendors, matches documents, codes and batches, assembles voucher packages for approval by appropriate managers, and processes checks and ACH/Wires to send to vendors.
- Perform other basic clerical duties associated with accounts payable and office operation to include ordering supplies and managing inventories.

- Post transactions to journals, ledgers and other records.
- Communication with vendors regarding payments verbally, electronic, and written.
- Receives cash payments and applies credit to customer accounts.
- Communicating with customers by making collection calls and following up on payments.
- Follows established procedures for processing receipts and cash, sorts and files documents after posting.
- Prepare bank deposits, oversee accounts receivable recordkeeping, ensure cash receipts, claims, or unpaid invoices are accounted for properly.

01/22/07 - 06/30/13

Garrison City Early Childhood Center

Dover, NH

Lead Level Kindergarten/Pre-K Teacher

- Knowledge of administrative and clerical procedures and systems such as word processing, managing files and records, designing forms, and other office procedures and terminology.
- Excellent knowledge of group behavior and dynamics, societal trends and influences, human migrations, ethnicity, cultures and their history and origins.
- Proficiency at talking to others to convey information effectively.
- Expertise at selecting and using training/instructional methods and procedures appropriate for the situation when learning or teaching new things in accordance with the State of NH Curriculum Frameworks.
- In-depth ability to monitor/assess performance of self and other individuals to make improvements or take corrective action.
- Great ability to use logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
- Creating materials to communicate with parents and children on a weekly, monthly and quarterly basis.

Knowledge and Skills

- Proficiency in numeric keypad and alpha keypad with excellent data entry skills.
- Proficiency in operating office equipment of all kinds.
- Fast learner with the ability to learn and use new applications and programs
- Proficiency in Centricity and other clearinghouse programs.
- Proficiency in Microsoft applications, including Word, Excel, PowerPoint and Outlook
- Strong multitasking, accessing multiple data bases and sites at the same time.
- Good communication and customer service skills and able to communicate with all levels of the organization, and external customers.
- Ability to work under deadlines and time restraints.
- Ability to read, to interpret, and to carry out oral and written instructions, and to write legibly in English.
- Ability to plan, to organize, and to prioritize work independently, with team or with supervisory feedback.
- An understanding of compliance with HIPAA privacy requirements and confidentiality of information.



Clinical Director Position Description & Related Responsibilities

Hope on Haven Hill (HHH) Mission: To provide a nurturing therapeutic home environment to pregnant and postpartum women with substance use disorders seeking a life of recovery.

Reports To: Executive Director

The Clinical Director is responsible for: The Clinical Director is responsible for providing clinical supervision, and coordination and direction to all HHH staff. The Clinical Director is responsible for oversight of all client program implementation and changes. Additionally, the Clinical Director will be responsible to ensure that all clinical staff from all programs receives clinical supervision. The Clinical Director will work directly with the Executive Director to ensure that policies and procedures are followed, communication is maintained with the Board of Directors, and reporting requirements are met with all funding agencies.

Major Responsibilities:

- Direct supervision of agency clinical programs and personnel.
- Quality assurance/improvement in developing and maintenance of all clinical records and programs offered by the Agency.
- Assist with grant and proposal writing.
- Maintain compliance with federal, state, and local regulations.
- Oversee screening, training, and supervising of existing and new staff to develop and build an effective organization.
- Retain working relationship with organizations, service providers, and other agencies.
- Maintain a high level of professional and ethical standards.
- Maintains a caseload working directly with clients as determined by the Executive Director for all programs as needed (high-intensity residential, IOP, OP, Recovery Housing, etc.).
- Reports to Executive Director on program development, fiscal budgetary status, and proposed operational changes as required.
- Assists in preparation of annual operating budget with Executive Director and Management Team members.
- Schedules and leads regular case conferences. Promotes and maintains an atmosphere which encourages and facilitates a client review process to ensure coordinated, comprehensive, and individualized provision of client services.

- Ensure that client files are updated daily, in addition to noting any events or occurrences that occur, which includes updates in the WITS system.
- Oversees the training of new employees in the Staff Code of Ethics and confidentiality policies.
- Assists in managing the physical plant(s) – ensuring that all life safety codes are followed and implemented.
- Assists the management of development and implementation of internal policies and procedures with the Executive Director.
- Any other duties as assigned by Executive Director and/or Board of Directors.

Minimum Position Requirements:

- Master's Licensure as an Alcohol and Drug Abuse Counselor (MLADC).
- Master's Degree in counseling, clinical psychology, or related field.
- Experience in management of staff and directing clinical programs.
- Minimum of five years of experience to working with alcohol and/or drug addicted individuals and/or in the field of substance abuse counseling.
- Experience with diverse client population such as cultural and/or religious minorities, co-occurring disorders and indigent socio-economically disadvantaged clients.
- Ability to analyze and solve problems effectively and timely.
- Ability to communicate effectively and respectfully; good inter-personal skills.
- If in recovery, provide evidence of personal stability as well as adhering to all HHH Policies as it relates to recovery.
- Significant experience and supportive of Alcoholics Anonymous (AA) in conjunction with treatment programs and with 12-Step philosophy.
- Knowledge of 12 core functions.
- Knowledge of Evidence Based Practices (EBP) and Addiction Severity Index (ASI) and ASAM Criteria.
- Excellent written, verbal, and computer skills.
- Ability to multi-task efficiently.
- Demonstrated proficiency in excellent customer service.
- Ability to provide input on the creation of new systems and efficiencies.
- Confidentiality a must and knowledge of 42 C.F.R. Part 2 and HIPAA.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job the employee is regularly required to sit, walk, use hand and fingers, reach with hands, arms and hear. The employee is occasionally required to stand, climb or balance, stoop, kneel and crouch. The employee must occasionally lift and or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance and color vision, peripheral vision, depth perception and ability to adjust focus.

Other Requirements/Information:

- Full time exempt position.
- Requires MLADC certification.
- Requires Master's Degree in counseling, clinical psychology, or related field.
- Various background checks and medical exams as required by funders.
- Position based in Rochester, NH.

I have read the Clinical Director job description and acknowledge the responsibilities associated with this position at Hope on Haven Hill, Inc.

Signature

Date

Printed Name of Employee

CONTRACTOR NAME

Key Personnel

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|-----------------|----------------------------|----------|---------------------------|--------------------------------|
| Sharon Drake | Executive Director | \$96,500 | 0% | \$0.00 |
| Kerrylee Norton | Operations & Dev. Director | \$70,850 | 0% | \$0.00 |
| Carey Johnson | Finance & Org. Director | \$60,000 | 0% | \$0.00 |
| Vacant | Clinical Director | \$85,000 | 0% | \$0.00 |
| | | | | |